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(1885)

SERIAL C8422

AMBULANCE SERVICE OF NSW DEATH AND DISABILITY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 621 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. Delete definition of "Union" in clause 3, Definitions, of Part A of the award published 11 July 2008 (366 I.G. 5) and insert in lieu thereof the following:

"Union" means the Health Services Union NSW and/or Australian Paramedics Association (NSW).

2. Delete subclause 8.3 from clause 8, Officers-Lump Sum Payment, for "Off-Duty" Death and Total and Permanent Disability, of Part B and insert in lieu thereof the following:

- 8.3 Entitlements under clause 8.1 in the event of an officer's death will be paid in accordance with the scheme's trust deed.

Age	Lump Sum 11 July 2015
Less than 61 Years of Age	\$367,869
At age of 61 to <62 yrs	\$294,296
At age 62 to < 63 yrs	\$220,721
At age 63 to < 64 yrs	\$147,148
At age 64 to < 65 yrs	\$73,572

3. Delete subclause 16.3 of clause 16, Area, Incidence, Duration and Parties Bound, and insert in lieu thereof the following:

- 16.3 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 15 October 2015.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. D. STANTON, Commissioner

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(080)

SERIAL C8418

CANTEEN, &c., WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 581 of 2015)

Before Commissioner Stanton

14 October 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Canteen, &c., Workers (State) Award published 27 January 2012 (372 I.G. 2) as varied, be rescinded on and from 14 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION) SALARIES AND CONDITIONS
AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 721 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

PART A

1. Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Salary Scale

2. Purpose and Principles of This Award

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

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

3. Definitions

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

- 3.7 "Parties" means the Department and the ISEA.
- 3.8 "Secretary" means the Secretary, Department of Education.
- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor.

4. Qualifications

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

5. Salaries and Other Remuneration

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

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

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

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

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

6. Conditions of Employment

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

7. Recreation Leave

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

8. Deferred Salary Scheme

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

9. Performance Management and Professional Development

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

10. Mobility Provisions

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

11. Technological Change

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

12. Dispute Resolution Procedures

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

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

13. Duties as Directed

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

14. Redeployment

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

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

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

16. No Further Claims

- 16.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2016, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

17. Anti-Discrimination

- 17.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 17.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 17.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977, or
 - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 17.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

18. Work, Health and Safety

- 18.1 For the purposes of this subclause, the following definitions shall apply:
- 18.1.1
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- 18.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 18.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

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

19. Area, Incidence and Duration

- 19.1 This award covers all chief education officers employed by the Department under the Act.
- 19.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996*.
- 19.3 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 IG 359) take effect on and from 27 October 2015.
- 19.4 This award shall commence on and from 1 January 2014 and remains in force until 31 December 2016.

PART B

MONETARY RATES

Table 1 - Salary Scale

Chief Education Officer	Salary from first pay period on or after 1.1.2014 \$	Salary from first pay period on or after 1.1.2015 \$	Salary from first pay period on or after 1.1.2016 \$
Increase	2.27%	2.25%	2.5%
Level 3	156,992	160,524	164,537
Level 2	150,526	153,913	157,761
Level 1	139,748	142,892	146,464

J. D. STANTON, Commissioner

(1602)

SERIAL C8455

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY SKILLS AND REGIONAL DEVELOPMENT) TECHNICAL STAFF AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 741 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Arrangement

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

PART A

- | | |
|-----|------------------------------------|
| 1. | Title |
| 2. | Definitions |
| 3. | Salaries |
| 4. | Saving of Rights |
| 5. | Progression Criteria |
| 6. | Allowances |
| 7. | Hours of Work |
| 8. | Job Evaluation |
| 9. | Appeals Mechanism |
| 10. | Anti-Discrimination |
| 11. | Deduction of Union Membership Fees |
| 12. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (Department of Industry Skills and Regional Development) Technical Staff Award.

2. Definitions

- (i) "Act" means *Government Sector Employment Act 2013*.
- (ii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "Department" means the Department of Industry, Skills and Regional Development, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

- (iv) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (v) "Job Evaluation" means a methodology agreed to between the parties to grade Technical Staff under this Award.
- (vi) "Member of staff" for the purposes of this Award, means a person employed as an employee on probation or employee, employed in any capacity under the provisions of Part 4, Division 5 of the Act.
- (vii) "Normal Work" is defined as the duties, responsibilities and capabilities relevant to the Role Description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (viii) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (ix) "Regulation" means the *Government Sector Employment Regulation 2014*.
- (x) "Role " means a role as dealt with in Division 5 of the *Government Sector Employment Act 2013*.
- (xi) "Rules" means the *Government Sector Employment Rules 2014*.
- (xii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xiii) "Secretary" means the Secretary of the Department of Industry, Skills and Regional Development as specified in Schedule 1 of the *Government Sector Employment Act 2013*
- (xiv) "Service" means continuous service for salary purposes.
- (xv) "Technical Assistant" means an employee who holds the New South Wales School Certificate or its equivalent and is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description that is required for employment in any of the roles covered by the provisions of this Award. VET Certificate II in any qualification is considered equivalent to the NSW School Certificate.
- (xvi) "Technical Co-ordinator" means an employee who has the experience, expertise and is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description that allows them to accept responsibility for the supervision and co-ordination of technical activities in a technical section or work unit and is assigned to a role designated as such.
- (xvii) "Technical Manager" means an employee who is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description of the role and assigned to a role designated as such.
- (xviii) "Technical Officer" means an employee who is able to demonstrate the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description of the role and holds:
 - (a) a Biological Technicians Certificate, Chemistry Certificate Course, or the Pathology Technician Certificate Course from TAFE, or a relevant VET Diploma (equivalent AQF Level V) or other qualification deemed by the Department to be equivalent; or
 - (b) a trade qualification plus 5 years relevant post trade experience that is required for employment in any of the roles covered by the provisions of this Award; or,
 - (c) a Library Technician Certificate from TAFE or other qualification deemed by the Department to be equivalent; or

- (d) successfully completed two-thirds of the required credit points necessary for the awarding of a relevant degree; or
 - (e) a relevant AQF Certificate IV or equivalent plus 5 years relevant post qualification experience.
- (xix) Technical Staff" means all members of staff employed to provide technical contributions to the achievement of the Department's corporate goals.

3. Salaries

Subject to the provisions of the Act, Regulation and Rules thereunder and the Crown Employees (Public Sector – Salaries 2015) Award, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff assigned to roles at grades specified.

4. Saving of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

- (i) A Technical Assistant who has been in receipt of the maximum salary prescribed for their grade for 12 months shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (ii) A Technical Officer, who has been in receipt of the maximum salary prescribed for their grade for 12 months, shall be eligible for progression to the next grade, up to and including Grade 3, subject to satisfying the merit progression criteria.
- (iii) Technical Manager roles shall be included at levels, Grade 3, Grade 4 and Grade 5, with promotion into such roles being by assignment subject to the occurrence of a vacancy and completing a comparative assessment process.

6 Allowances

- (i) A member of staff who is assigned to a role as a Technical Co-ordinator will be paid an allowance as set out in Item 1 of Table 2 - Allowances of Part B Monetary Rates from the date of their assignment. The allowance will be part of the member of staff's salary for all purposes and will be adjusted in accordance with any variations applied commensurate with this Award. The allowance will also be superable.
- (ii) Members of staff will be assigned to the role of Technical Co-ordinator for periods of up to two years with future assignments to be determined by comparative assessment.

7. Hours of Work

- (i) Both full-time and part-time members of staff, subject to Departmental convenience, will work a flexible working hours arrangement in accordance with the Department's Flexible Working Hours Agreement, which is a co-lateral arrangement under clause 10, Local Arrangement of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.

8. Job Evaluation

Roles classified as Technical Staff shall be graded in accordance with the accredited Job Evaluation methodology and to meet the requirements of the NSW Government Sector Capability Framework as agreed by the Secretary and the Association.

9. Appeals Mechanism

- (i) A member of staff of the Department shall have the right to appeal any decision made by the Department in relation to their performance assessment review or in relation to promotion on merit from one grade to another where this is available under the provisions of this Award.
- (ii) Members of staff shall submit a written submission outlining their case to the Director Industrial Relations within 28 days of the decision being appealed.
- (iii) The Director Industrial Relations shall constitute an appeals committee made up of one Management representative, an Association representative and one peer that is acceptable to both Management and the Association.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Secretary or nominee for approval.
- (v) The decision of the Secretary or nominee shall be forwarded to the member of staff concerned within 7 working days of the appeal being heard.
- (vi) This appeal mechanism shall not cover matters that are dealt with by Clause 24 of the Rules.

10. 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 and 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:
- (c) "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."

11. Deduction of Union Membership Fees

- (i) The Association shall 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.
- (ii) The Association shall 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 shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall 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.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

12. Area, Incidence and Duration

- (i) The Award shall apply to each member of staff described as a Technical Staff employees in clause 2, Definitions, in the Department of Industry, Skills and Regional Development.
- (ii) The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules 2014*, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any Awards replacing these Awards.
- (iii) The changes made to this Award pursuant to the Award Review under 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) with effect on and from 28 October 2015.
- (iv) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Effective from the beginning of the first full pay period to commence on or after 1 July 2015.

Table 1 - Salaries

(A) Full-time rates

Technical Assistant

Junior	1.7.15 Per annum 2.50% \$	Common Salary Point
Under 17	24,554	n/a
Age 17	29,463	n/a
Age 18	34,375	n/a
Age 19	39,288	n/a
Age 20	44,197	n/a
Grade 1		
1st Year	49,106	26
2nd Year	50,433	29
3rd Year and thereafter	52,185	33
Grade 2		
1st Year	53,642	36
2nd Year and thereafter	55,169	39
Grade 3		
1st Year	57,253	43
2nd Year and thereafter	58,687	46

Technical Officer

Grade 1	Per annum \$	CSP
1st Year	58,687	46
2nd Year	60,998	50
3rd Year	62,627	53
4th Year and thereafter	64,399	56
Grade 2		
1st Year	69,696	64
2nd Year	71,839	67
3rd Year	73,918	70
4th Year and thereafter	78,301	76
Grade 3		
1st Year	82,135	81
2nd Year	84,570	84
3rd Year	87,147	87
4th Year and thereafter	90,646	91
Grade 4		
1st Year	94,423	95
2nd Year	97,426	98
3rd Year	99,367	100
4th Year and thereafter	102,223	103

Grade 5		
1st Year	106,307	107
2nd Year	109,490	110
3rd Year and thereafter	112,713	113

(B) Part-Time Hourly Rate Formula

$$\frac{\text{Annual Salary}}{52.17857143 \times} \quad \frac{1}{35} \quad \text{1 hours pay}$$

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount 1.7.15 Per annum 2.50% \$
1	7 (i)	Technical Co-ordinator Allowance	2,636

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1357)

SERIAL C8447

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND
REGIONAL DEVELOPMENT) DOMESTIC SERVICES OFFICERS
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 732 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Definitions/Generic Duties of Roles Associated with Domestic Services Officers
6.	School Based Apprentices
7.	Hours of Work
8.	Allowances
9.	Work Performed on Weekends
10.	Leave
11.	Call Back
12.	Job Evaluation
13.	Above Level Assignment Allowance
14.	Public Service Holiday
15.	Deduction of Union Membership Fees
16.	Part-time Employees
17.	Anti-Discrimination
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award.

2. Definitions

(i) "Act" means the *Government Sector Employment Act 2013*.

- (ii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "College" refers specifically to either the:
- Murrumbidgee College of Agriculture, Yanco
- CB Alexander Agricultural College (Tocal), Paterson or
- Trangie Research Centre, Trangie
- where an accommodation and catering service is provided.
- (iv) "Department" means the Department of Industry, Skills and Regional Development, as specified in Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.
- (v) "Domestic Services Officer" means and includes all ongoing full time, ongoing part time, temporary or casual employees, employed under the provisions of the Act, who at the date of the first *Crown Employees (Domestic Services Officers - Department of Agriculture) Award*, published 26 March 1999 (308 I.G. 732) occupied a role of, and were classified as either Porter, Storeman, Pantry man, Steward, First Cook, Second Cook, Third Cook, Fourth Cook, Domestic Assistant, Useful, Kitchen Hand, Butcher, Housemaid, General Services Officer, Kitchen Supervisor, Security Officer, Manager, Catering and Accommodation (Clerk Grade 3), House Supervisor, Assistant House Supervisor; under this Award, meet the minimum qualification requirements pursuant to clause 5 of this Award.
- (vi) "Employee" for the purposes of this Award means a person employed as an ongoing full time, ongoing part time, temporary or casual employee.
- (vii) "Employer" means the Secretary of the Treasury established under the Government Sector Employment Act 2013.
- (viii) "Industrial Relation Secretary" means the Secretary of the Treasury as established under the *Government Sector Employment Act 2013*.
- (ix) "Job Evaluation" means a methodology agreed between the Department and the relevant unions to grade Domestic Service Officer roles under this Award.
- (x) "Normal Work" as defined in clause 14, means the duties, responsibilities and capabilities contained in the relevant Role Description of employees at the time of a Grievance, Dispute or Difficulty.
- (xi) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xii) "Regulation" means the *Government Sector Employment Regulation 2014*.
- (xiii) "Role" means a role that an employee has been assigned to as defined in the *Government Sector Employment Act 2013, the Regulation and Rules*.
- (xiv) "Rules" means the *Government Sector Employment Rules 2014*.

- (xv) "Salary Rates" means the ordinary time rate of pay for the employees grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.
- (xvi) "Secretary" means the Secretary of the Department of Industry, Skills and Regional Development as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xvii) "Service" means continuous service for salary purposes.
- (xviii) "Union" means United Voice, the union formerly known as the Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch.

3. Salaries

Subject to the provisions of the *Act, Regulation and Rules* there under, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to employees assigned to the role specified.

4. Saving of Rights

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

5. Definitions/Generic Duties of Roles Associated With Domestic Services Officers

Level 1 (Kitchen/Accommodation Services)

A level 1 Domestic Services Officer means a person employed substantially in a kitchen, dining room, dormitory function within a College and is principally occupied in any of the following duties: food preparation, serving of meals, cleaning/vacuuuming e.g. kitchen, dormitories, laundering of kitchen linen, dining room preparation, waitressing, garbage collection, distribution of chemicals and supplies to dormitories, provision of minor maintenance eg. globe replacement etc., minor stock control, operation of dish washer, collection and distribution of linen, servicing of rooms, making beds, minor cooking eg. toast, sandwiches, general maintenance eg. rubbish removal. Cleaning of guttering, toilets and bathrooms.

Level 2 (Cook)

A level 2 Domestic Services Officer means a person employed in a kitchen who prepares, presents and serves meals including 3 course dinners, BBQ buffets, morning and afternoon beverages/tea for students and special functions.

Cleaning of cooking equipment e.g. stoves and floors. Prepares specialised diet meals and other specialised meals. Applies hygiene and safe food handling procedures. Provides weekend supervision, which incorporates the responsibility of kitchen services.

Level 3 (Security)

A level 3 Domestic Services Officer means a person employed as one of the following:

- (a) Possession of a Class 1 Security Licence pursuant to the provision of the *Security (Protection) Industry Act 1997*. Provides security of College buildings and equipment, after hours reception service to visitors, course participants, parents etc, including booking of facilities, collection of monies, issuing of keys, operation of after hours student transport, supervision of meals in dining room, provision of first aid, organisation and facilitation of student recreation activities, including the oversighting of student welfare, provide minor maintenance eg. flyscreen replacement, including pool cleaning and supervision of pool; or
- (b) Provides direct supervision of either an accommodation or kitchen service within a College. Ensures menus and other directions issued by the DSO level 4 are followed. Maintains

administration information/statistics on the provision of meals etc. Ensures stock control on all incoming kitchen stores and foodstuffs. Assists DSO level 4 with accommodation issues.

Level 4 (Supervisory)

A level 4 Domestic Services Officer means a person employed in the day to day responsibility of kitchen and accommodation services within a College and is principally occupied in the following duties:

Co-ordination of Domestic Services Officer Level 1 and Level 2, inspection of student dormitories, reception service for accommodation co-ordination eg. enquires, reservations, receipting of monies, accounting functions e.g. Voucher preparation, payment verification, allocation of cost codes. Preparation of time sheets, stock control, maintenance reports and menu preparation, word processing and data entry.

Level 5 (Managerial)

A level 5 Domestic Services Officer means a person employed to manage and co-ordinate the accommodation and catering functions of a College and is principally occupied in the following duties:

Delivery of a professional service in the provision of accommodation and catering. Control, preparation and administration of budgets including voucher checking/approvals, journals etc. Management of reservation facilities including computer system maintenance, oversighting of student welfare, health counselling and discipline. Co-ordination of functions and client liaison. Rostering of all Domestic Services Officers and co-ordination of Domestic Services Officer Level 4. Provision of Occupational, Health and Safety obligations and First Aid services. Diet/nutritional expertise for menu preparation.

6. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of paragraph (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

- (d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

- (e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

7. Hours of Work

- (i) Subject to subclause (iii) of this clause the ordinary hours of work shall not exceed an average of thirty-eight per week where a weekly roster is observed or seventy-six per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide Domestic Service Officers with greater flexibility and to provide the Colleges with improved efficiency in rostering provisions;
- (ii) The margin for the ordinary hours of work on any one day shall be 6.00am to 8.00pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.
- (iii) The actual ordinary hours worked by a full-time employee in any week may, by written agreement between the Supervisor and the employee, be averaged over a period of 4 weeks between the hours of 6.00am and 8.00pm provided that;
- (iv) The total ordinary hours worked in the 4-week period must not exceed 152 hours,
- (v) With the exception of Domestic Services Officer Grade 3 (Security) should the approved hours worked by employees be;

outside the margin for ordinary working hours of 6.00am to 8.00pm,

exceed 152 hours in any one four week period,

the provisions of the Crown Employees (Public Service Condition of Employment) Reviewed Award 2009 and any variation or replacement Award shall apply with all overtime to be calculated on a stand alone daily basis.

- (vi) The ordinary hours as specified in subclause (i) of this clause shall be arranged so that the hours worked on each day shall include a proportion of one (1) hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked).

The proportion shall accumulate to allow the employee to take one (1) rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve (12) days per annum.

By agreement of the Supervisor an employee may accumulate days to be taken at a time convenient to the operation of the college. Such accumulation is not to exceed five (5) days.

- (vii) Where the day off provided under subclause (vi) of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.

- (viii) An employee who has not worked, or is not regarded by reasons of subclause (ii) or (iii) of this clause as having worked, a complete four week cycle shall receive pro-rata accrued entitlements in respect of the rostered day off.
- (ix) Each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes in the particular twenty (20) day shift cycle.
- (x) Time towards a rostered day off as prescribed in subclauses (ii) and (iii) of this clause shall not accrue whilst an employee is on the first four (4) weeks of recreation leave accrued each year.
- (xi) Where an employee is absent on extended leave and/or Worker's Compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or Worker's Compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- (xii) Employees on an ordinary weekly or fortnightly roster shall be granted two (2) days off duty each week.
- (xiii) Shift rosters may be changed on seven (7) days notice or at any time by mutual consent, or in exceptional circumstances on twelve (12) hours notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- (xiv) Part-time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the Supervisor and the employee, to the benefit of the 38 hour week, 19 day month on a pro-rata basis.
- (xv) Casual employees shall not be eligible to accumulate time in accordance with the provisions of this Award for a 38 hour week, 19 day month.
- (xvi) The starting and finishing times of employees shall be as determined by the Supervisor following consultation with the Domestic Service employees to suit the needs of the College.
- (xvii) Employees cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
- (xviii) Rostered days off may accumulate and in the case of school/college locations may be scheduled during the appropriate vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and employer throughout the year.
- (xix) An employee who is required to work on their rostered day off shall be paid in accordance with the provision of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and any variation or replacement Award.

8. Allowances

The additional payments prescribed by this clause shall not apply to time worked on Saturday and Sundays where allowances are payable in terms of clause 9, Work Performed on Weekends of this Award or in the computation of overtime rates.

(a) Qualification

A full-time employee, if in possession of the following qualifications, shall be paid the following additional allowances specified hereunder from the beginning of the first pay period to commence on or after the first day of the month succeeding the date on which the final paper of the particular examination, at which he or she passed, was held, whichever shall last occur:

Department of Technical and Further Education Commercial Cookery Trade Course Stage I; or

Qualification deemed by the Department to be equivalent shall be paid per annum an amount as set out in Item 1 of Table 2 - Allowances of Part B, Monetary Rates.

Department of Technical and Further Education Commercial Cookery Trade Course Stage II and III; or

Qualifications deemed by the Department to be equivalent shall be paid per annum an amount as set out in Item 2 of Table 2 - Allowances of Part B, Monetary Rates.

No allowance will be payable for relief, where necessary, where employees are on rostered leave arising from the 38 hour week, 19 day month.

(b) Shifts

The following additional allowances for shift work shall be paid to Domestic Service Officers Level 3 (Security) in respect of work performed during ordinary hours of shift as defined below:

Night Shift means any shift commencing after midnight and at or before 5.00am.

Afternoon Shift means any shift commencing after 6 pm and at or before midnight.

Early Morning Shift means any shift commencing after 5.00am and before 6.00 am.

Night Shift - non rotating means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employees working time off night shift in each roster cycle.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause 7, Hours of work.

	Percentage
Early Morning Shift	10
Afternoon Shift	15
Night Shift, rotating	17.5
Night Shift, non-rotating	30

(c) Broken Shifts

Employees working a broken shift shall be paid an additional amount per day for each day so worked as set out in Item 3 of Table 2 - Allowances of Part B, Monetary Rates.

Any employee receiving broken shift allowance pursuant to this subclause shall not receive any other allowance provided for under subclause (b) of this clause.

9. Work Performed on Weekends

Time worked on Saturday and Sundays, other than that worked as overtime, shall be paid for at the rate of:

Saturday Work	time and one half
Sunday	double time

Provided that a shift in which the majority of hours are worked on a Saturday or Sunday shall, for the purpose of this clause, be regarded as a Saturday or Sunday shift as the case may be.

10. Leave

- (i) General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Act, Regulation and Rules* and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and any variation or replacement Award.
- (ii) When Colleges are in recess and it is necessary to stand down staff, employees employed in such colleges shall be paid half ordinary pay for the period during which they have been stood down, provided that they have been continuously employed for the college term immediately preceding and for the college term immediately following the period of recess.
- (iii) During any period of annual leave taken by an employee that employee shall be paid, in addition to his/her ordinary rate of pay prescribed in clause 3, Salaries, any amount in respect of shift penalties to which he/she would have become entitled had he/she not proceeded on annual leave. Such shift penalties to be calculated in accordance with his/her roster or projected roster for the period of annual leave.
- (iv) Employees who are regularly rostered to perform rostered duty on Sundays and Public Holidays shall be granted additional leave on the following basis:

Number of Ordinary Shifts Worked on Sunday and/or Public Holidays	Additional Leave
4-10	1 additional days leave
11-17	2 additional days leave
18-24	3 additional days leave
25-31	4 additional days leave
32 or more	5 additional days leave

11. Call Back

An employee required to attend the employer's premises for any reason (including emergencies after hours) other than carrying out rostered duties shall be entitled to claim leave in lieu on an hour for hour basis.

This leave in lieu accrued may accumulate and in the case of school/college locations may be scheduled during the appropriate vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and employer throughout the year. All accumulated leave in lieu must be exhausted by the 30th January each year.

12. Job Evaluation

- (i) Roles classified as Domestic Services Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Industrial Relations Secretary, Association and United Voice.
- (ii) The grading of Domestic Services roles shall be carried out in consultation between the Department and Associations/Union using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Roles will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of an assignment is significantly changed, or a new role is created.
 - (b) where a role falls vacant, the Department can determine whether it is necessary to evaluate and grade the role prior to advertising the vacancy.
 - (c) at the request of any party to this Award provided that the role occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's role is evaluated as falling within a lower or higher grading than that to which the member of staff is presently assigned, then the Department:

- (a) will examine the feasibility of initiating work redesign changes to the role in order to seek to justify the role's salary range at its existing grading level, or;
- (b) adhere to existing statutory and related Public Service policies on filling regraded roles if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

13. Above Level Assignment Allowance

- (i) An employee who is assigned to an above level role and undertakes the whole of the duties and responsibilities of that role shall be paid by allowance the difference between their present salary and the salary of which the employee would have been entitled to if assigned to that role on an ongoing basis.
- (ii) Where the employee does not assume the whole of the duties and responsibilities of the above level role the amount of any allowance paid shall be determined by the Secretary or their delegate.
- (iii) No above level assignment allowance shall be payable where less than 5 consecutive days relief is afforded.

Where absences of less than 5 days occur during a period of relief, as subclauses (i) and (ii) of this clause, the allowance is to be paid for those periods of absence. However, if the period of relief is only for 5 days, during which there is a period of absence then the allowance is not payable.

An allowance shall not be paid in respect of any period of leave exceeding 5 complete and consecutive working days, taken by the employee during any period of relief in another role.

14. Public Service Holiday

- (i) The Public Service Holiday as prescribed by Clause 12(c) of the *Government Sector Regulation 2014*, shall be a Public Service Holiday/Union Picnic Day for employees covered by this Award and shall be in lieu of any other Picnic Day.
- (ii) All employees shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in clause 3, Salaries. Any employee required to work on such day shall be paid at the rate of double time and a half for not less than four hours work. Provided that an employee who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

15. Deduction of Union Membership Fees

- (i) The Association/Union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The Association/Union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

16. Part-Time Employees

- (i) The maximum rates of pay for part-time employees shall be the hourly equivalent of the ordinary rate of pay of the classification in which the employee is engaged for the actual number of hours worked, plus a loading of 15% in respect of an employee working not more than 21 hours per week, and 10% in respect of an employee working more than 21 hours but not more than 32 hours per week.
- (ii) Employees working more than 32 hours per week shall be regarded as weekly employees.
- (iii) The hourly equivalent for the purpose of this clause shall be based as 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.
- (iv) The hourly equivalent for the purpose of this clause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off.

17. 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 of 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 the obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (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 legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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

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

18. Area, Incidence and Duration

The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector Employment Rules 2014*, , Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any Awards replacing these Awards.

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 28 October 2015.

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

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of first pay period to commence on or after 1 July 2015

Domestic Services Officers

(A) Full Time (Old Classifications)		Annual Rate \$ (2.5% increase from FFPP on or after 1 July 2015)	Common Salary Point
Level 1	Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person Boiler Attendant, Fourth Cook General Services Officer Grade 1,	44,683	17
Level 2	Cook 1,2 & 3, Butcher, Kitchen Supervisor General Services Officers Grade 2 General Services Officer Grade 3, Security Officer Grade 1	47,843	23
Level 3	Security Officer Grade 2 Assistant House Supervisor Security Officer Grade 3	51,269	31
Level 4	House Supervisor	57,678	44
Level 5	Manager Catering and Accommodation	73,918	70

(B) Part-Time Hourly Rate Formulae

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{1}{38} = \text{1 hours pay}$$

(C) Apprentice Cook - \$ PW

1st Year	\$ 474.06
2nd Year	\$ 625.76
3rd Year	\$ 773.98
4th Year	\$ 905.90

Table 2 - Other Rates and Allowances

Effective from the beginning of first pay period to commence on or after 1 July 2015

Item No.	Clause No.	Brief Description	Amount \$
1	8 (a)	Qualification - Commercial Cookery Trade Course Stage I	831.89p/a
2	8 (a)	Qualification - Commercial Cookery Trade Course Stage II and III	1669 p.a.
3	8 (c)	Broken Shift	14.05 per day

J. D. STANTON, Commissioner

 Printed by the authority of the Industrial Registrar.

(1158)

SERIAL C8448

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) FISHERIES EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 733 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties to the Award
3.	Definitions
4.	Salaries
5.	Allowances and Loadings
6.	Hours of Work and Working Hours Arrangements
7.	Housing
8.	Family and Community Service Leave
9.	Consultative Arrangements
10.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
11.	Working From Home
12.	Work and Family Issues
13.	Anti Discrimination
14.	Deduction of Union Membership Fees
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2- Other Rates and Allowances

Attachment A - Fisheries Technician Classification - Competency Standards

Attachment B - Fisheries Officer Classification -Competency Standards

PART A

1. Title

This Award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award.

2. Parties to the Award

This Award is binding upon the Industrial Relations Secretary, the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales, the Construction Forestry Mining and Energy Union (New South Wales Branch) and the Electrical Trade Union of Australia, NSW Branch; in so much as it affects those persons previously covered by the Crown Employees (Skilled Trades) Award published 22 June 2001 (325 I.G. 749), as varied.

3. Definitions

"AFMA" means the Australian Fisheries Management Authority

"Association" or "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales, Construction Forestry Mining and Energy Union (NSW Branch) or Electrical Trades Union, NSW Branch.

"Department" shall mean the Department of Industry, Skills and Regional Development as established under Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.

"Employees" means and includes all persons employed on an ongoing full time, ongoing part time or temporary basis under the provisions of the *Government Sector Employment Act 2013*, who, on the operative date or during the period of operation of this award, are assigned to a role to perform the duties and roles of the former NSW Fisheries within the Department.

"Employer" means the Secretary of the Treasury, a role established under the *Government Sector Employment Act 2013*.

"FPP" means the first full pay period.

NSW Fisheries forms part of the Department of Primary Industries within the Department of Industry, Skills and Regional Development under Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.

"Secretary" shall mean the Secretary of the Department of Industry, Skills and Regional Development established under the *Government Sector Employment Act 2013*.

4. Salaries

(i) The salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, shall be applicable to the classifications and gradings as specified in the said Table 1. The salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement award.

(a) Loading for Fisheries Officers -

(1) Due to the range of times that Fisheries Officers may be required to work a salary loading of 13.7 per cent shall apply to all roles

(2) The loading is based on the following formula for a shift of 7.6 hours:

eight shifts every four weeks starting or finishing outside 7.30 am and 6.00 pm Mondays to Fridays;

one Saturday shift every four weeks between 7.30am to 6.00pm;

one Sunday shift every four weeks between 7.30am to 6.00pm;

ten shifts every four weeks between 7.30am and 6.00pm;

one shift on five public holidays every year between 7.30am and 6.00pm.

(3) Therefore, the loading is calculated on the following formula:

	Additional loading every week
Penalty equivalent in relation to 2 shifts each week other than day shifts of 7.6 hours @ 15 per cent extra based on 46 weeks on duty each year:	

$$\frac{2 \times 7.6 \times 0.15 \times 46}{52} = 2.0 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours on one Saturday (50 per cent extra) and one Sunday (75 per cent extra) each 4 weeks:

$$\frac{3.8 + 5.7 \times 46 \div 52}{4} = 2.1 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours worked on 5 public holidays each year (150 per cent) extra:

$$\frac{7.6 \times 5 \times 1.5 \div 52}{1} = \frac{1.1 \text{ hours}}{5.2 \text{ hours}}$$

In order to load the base salary by 5.2 hours an addition of 13.7 per cent is required:

$$\frac{5.2 + 13.7 \text{ per cent}}{38}$$

- (b) Fisheries Technicians - Existing employees remain eligible to progress to the maximum rate available in their previous classifications, subject to meeting competency standards.
- (c) Loading for Fish Hatchery Staff - The loading is paid to employees who are required to regularly work outside normal working hours.

Due to the range of times Managers and Assistant Managers may be required to work, a salary loading of 11.05 per cent shall be applied to their roles. Guides and attendants at hatcheries who are also required to work such hours will also be entitled to the payment of the loading.

5. Allowances and Loadings

- (a) Annual Leave Loading - The 17.5 per cent annual leave loading will be paid to all employees on the first available pay day in December of each year, and be based on the annual leave accrued during the preceding period between 1 December and 30 November
- (b) Sea Going Allowance - An employee who is absent from his/her port of departure for ten hours or more shall be entitled to the provisions of the following clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.

Clause 26:	Travelling Compensation
Clause 27:	Excess Travelling Time
Clause 28:	Waiting Time
Clause 29:	Meal Expenses on One-Way Journeys
Clause 30:	Restrictions on Payment of Travelling Allowances
Clause 31:	Increase or Reduction in Payment of Travelling Allowances

Clause 32:	Production of Receipts
Clause 33:	Travelling Distance

- (c) Freezer Inspection Allowance - A Fisheries Officer who undertakes an AFMA inspection of freezer hold(s) on a fishing vessel shall be paid an allowance - for each inspection for each vessel for each day - as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (d) Regional Dive Coordinator Allowance is paid for a temporary assignment to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. An assignment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.
- (e) Regional Dive Officer Allowance is paid for a temporary assignment, reporting to the Regional Dive Coordinator, to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. An assignment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.

6. Hours of Work and Working Hours Arrangements

- (a) Flexible Work Hours - The provisions of this clause are available to all employees other than Fisheries Officers, Managers and Assistant Managers at hatcheries and employees covered by senior and chief executive service arrangements.

- (i) General - A flexible approach to hours of work will be adopted in relation to working hours and working arrangements within the parameters of the business needs of the Department

A flexible working hours system is established whereby individual employees may select their starting and finishing times, subject to the business needs of the Department. The system has been developed on the understanding that service delivery standards are maintained at all times. It is expected that employees and managers of work units will actively participate in the development and implementation of mutually acceptable working arrangements that recognise the obligations and responsibilities of each. An objective of these arrangements is to provide for better time management within the Department and to preclude the excessive accruals and/or forfeiture of hours.

The following provisions replace in full arrangements established under clause 21, Flexible Working Hours, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

- (ii) Hours Worked - An employee may only accumulate credit hours in excess of the minimum daily contract hours where work is available and it is convenient to the Department for the employee to work.

Nothing in this award will prevent the Secretary from reverting to standard ordinary working hours where it is evident that an employee is not observing the conditions of this clause and any associated administrative instructions or not maintaining a satisfactory level of conduct or performance of duty.

Standard hours are 8.30am to 4.30pm Monday to Friday with a one hour lunch break.

- (iii) Bandwidth - Bandwidth is the period during the day when an employee may record time worked and shall be from 7.30am to 6.00pm Monday to Friday.

Time may be credited to an employee for work undertaken outside the bandwidth if prior approval is obtained.

By mutual agreement, the Secretary may vary the bandwidth period for an individual employee on either a permanent or temporary basis.

Where an employee, by mutual agreement, works outside the bandwidth period to meet specific work requirements, then hours worked outside the bandwidth will be credited at time and a half and meal allowances, if appropriate, will be paid. The provisions of the Shift Work and Overtime clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced continue to apply when employees are directed to work outside the bandwidth times.

An employee may refuse to work additional hours or overtime in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

1. the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 2. any risk to employee health and safety,
 3. the urgency of the work required to be performed during additional hours or overtime, the impact on the operational commitments of the organisation and the effect on client services,
 4. the notice (if any) given by the Secretary regarding the working of the overtime or additional hours, and by the employee of their intention to refuse the working of additional hours, or
 5. any other relevant matter.
- (iv) Coretime - Coretime shall generally be between 9.30 am and 3.30 pm and all employees are required to be on duty, unless on authorised leave.

The luncheon period is not part of core time.

By mutual agreement, the Secretary may vary the core time period for an individual employee on either a permanent or temporary basis.

- (v) Luncheon Period and Meal Breaks - An employee is entitled to take a luncheon period of one hour between 11.30am and 2.30pm.

By mutual agreement, the Secretary may vary the luncheon period for an individual employee on either a permanent or temporary basis.

An employee may extend the luncheon period to a maximum of two and a half hours, but only with prior approval. Such an extension must not prevent the proper functioning of the Department or the specific work area to which the employee is attached.

An employee may reduce the luncheon break on the basis that a minimum of thirty minutes is taken.

An employee will not be required to be on duty without a luncheon break for more than five hours from the time of commencement.

- (vi) Contract Hours - The daily contract hours for an employee are the weekly hours divided by five.

Contract hours for a settlement period is the normal weekly hours multiplied by four. When leave for part of a day is involved, the amount of leave to be applied for is to be determined by subtracting the hours worked on that day from the daily contract hours.

- (vii) Accumulation and Carry Over of Hours - An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit hours carried forward does not exceed 35 hours and debit hours does not exceed 10 hours.

Where an employee's accumulation of credit hours at the end of a settlement period exceeds 35 hours, the excess hours shall be forfeited.

The Secretary shall make every effort to ensure that an employee does not forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexible hours or flexi leave being refused.

Where an employee's accumulation of debit hours at the end of a settlement period exceeds 10 hours, the excess hours accumulated shall be debited against the employee's accrued recreation leave or, should the employee have no such leave available, shall be taken as leave without pay.

For the purpose of determining whether an employee has accumulated credit or debit hours during a settlement period, the employee shall be deemed to have notionally worked the daily contract hours or the appropriate portion thereof on a day, or part of a day, upon which the employee was absent on approved leave, not being flexi leave.

- (viii) Flexi leave - An employee may apply to take a maximum of five days flexi leave within each settlement period. Leave may be taken in multiples of a quarter of a day.

An employee must obtain approval prior to proceeding on flexi leave.

It is not necessary for an employee to have a credit balance when taking flexi leave.

Flexi leave may be taken before or immediately after recreation leave. It may not be taken during a period of recreation leave.

- (ix) Commencement or Cessation of Duty During Core time - Where an employee consistently commences duty after the commencement of core time, including resumption after the luncheon period, and provides no reasonable excuse the employee must apply for the appropriate amount of leave without pay, or recreation leave if approved by the Secretary, in multiples of a quarter of a day.

Where an employee ceases duty prior to the cessation of core time without prior approval, the total period from the cessation time to the normal business cessation time will be classified as leave without pay.

- (x) Travelling on Official Business - Any travel on official business during bandwidth times shall be treated as time worked for the purposes of this clause.

Employees shall be compensated for travelling time outside the bandwidth hours in accordance with the travelling compensation provisions as prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

- (xi) Termination of Service - Where an employee has an accumulation of debit hours at the completion of the last day of service, the recreation leave or monies owing to that employee shall be adjusted accordingly.

An employee may receive compensation for accumulated credit hours outstanding as at the last day of service where an employee's services are terminated without notice for reasons other than misconduct, and where an application for a period of flexi-leave which would have eliminated the accumulated credit hours was made during the period of notice of retirement or resignation and was refused.

- (b) Fisheries Officers - For the purpose of this Award, working arrangements of Fisheries Officers shall be 152 hours undertaken across any 20 days for each 28 calendar day period and shall be undertaken at times to meet the specific service needs of the Department.

By mutual agreement with a supervisor, a Fisheries Officer may accumulate an additional 15.2 hours each four weeks which may be carried forward to reduce the number of hours worked in the following four week period, but must be taken during bandwidth hours (7.30am to 6.00pm) Monday to Friday. Any accumulated hours not taken during the next four week period will be forfeited.

Fisheries Officers must submit a work program to their respective supervisor in advance for approval. Such programs are to cover the next two weeks work period or any period required by the Secretary.

Work programs may be amended at anytime by mutual agreement or within the following:

Day Shifts Only - Programmed hours may be amended by a supervisor with 24 hours notice, as long as new hours fall within the 7.30 am to 6.00 pm bandwidth on the same day. The new hours will be no longer than the hours originally scheduled to be performed on that day.

Night/Weekend/Public Holiday Shifts Only - For unprogrammed starts that commence within one hour of programmed starting times the shift will commence early and not attract any overtime or penalty provisions because of the early start.

For unprogrammed starts that commence more than one hour before a programmed starting time, the period between the actual starting time and the programmed starting time, or the ceasing of the unprogrammed duty (whichever is the earliest), will attract overtime provisions. In such cases, the Fisheries Officer will be required to work their programmed shift or take time in lieu from his/her overtime entitlements.

Programmed Days Off - Where a Fisheries Officer is directed to undertake work on a programmed day off all hours worked on that day will attract overtime provisions.

Inland Weekend Work - A Fisheries Officer stationed in an inland location can be directed to work a maximum of two complete weekends each four week period totalling not more than 12 Saturdays and 12 Sundays on a yearly basis.

A Fisheries Officer can be directed to work a maximum of two ten-hour shifts in the field each four week period. A Fisheries Officer can only be directed to work on a maximum of 20 days of each 28-day period. This can be exceeded by mutual agreement. By mutual agreement, work programs may include split shifts.

Where a Fisheries Officer is directed to work a ten-hour continuous shift, two unpaid meal breaks must be taken during the shift. The second meal break will attract a meal allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The meal allowance is set in accordance with the Overtime Meal Allowances for breakfast, lunch and dinner in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

Should a Fisheries Officer be required to work a period longer than 14 consecutive hours, then that employee will take a ten hour break before commencing work. If a break occurs during, or overlaps, the next programmed hours of duty - those hours of duty will still be credited. There will be a minimum eight-hour break between directed shifts.

Any shift performed on a weekend outside the 7.30am to 6.00pm bandwidth times contributes towards a weekend duty and an out of hours duty. Only one out of hours and one weekend shift may be credited for each shift during weekend duty.

- (c) Flexible Working Hours for the Managers and Assistant Managers at Hatcheries - A flexible working hours system, similar to the provisions set out in sub clause (a) of this clause, will apply to Managers and Assistant Managers of trout hatcheries with the following changes.
The normal working week will be 35 hours spread across Monday to Sunday, - seven days each week.

Due to operational needs trout hatcheries will need to be staffed, at a minimum level, on Saturdays, Sundays and public holidays and a loading has been established under subclause (c) of clause 4, Salaries, to compensate Managers and Assistant Managers.

Generally, officers will be rostered on duty for ten calendar days and rostered off duty for four calendar days.

7. Housing

- (a) Operational Needs - Due to operational needs, employees assigned to specific roles may be required to occupy residences owned by the Department. Under this award, housing and rental arrangements are established.

The Secretary is the sole judge in deciding if a residence is required to meet the operational needs of the Department.

- (b) Rental - a weekly rental rate for Fisheries Officers occupying residences identified under subclause (a) of this clause will be 30 per cent of the average market rate across all similar Fisheries Officers' residences in the state. The market rate will be reviewed every 12 months or any other period as determined by the Secretary.

A weekly rental rate for Managers and Assistant Managers of trout hatcheries occupying residences identified under subclause (a) will be 30 per cent of the actual market rental. The market rate will be reviewed every twelve (12) months or any other period as determined by the Secretary.

- (c) General - The weekly rental rate for premises that are essential for the operational activities of the Department, and not occupied by Fisheries Officers or located at Trout Hatcheries, will be set at 30 per cent of the market rental rate. The market rate will be reviewed every 12 months or any other period as determined by the Secretary.
- (d) Where a residence is not essential for operational activities an employee may, subject to the Secretary's approval, rent the premise at full market rental or at any other rate as approved by the Secretary.
- (e) The Secretary may dispose of a residence at any time, subject to the employee occupying the residence being given at least six months notice to vacate the premise.
- (f) During the term of this award, an employee occupying a Departmental residence will be eligible for assistance under the Crown Employees (Transferred Employees Compensation) Award if the employee moves residence because the Departmental residence is declared surplus to operational needs.

8. Family and Community Service Leave

The following provisions replace the Family and Community Services Leave provisions contained under clause 71 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

The Secretary may grant paid Family and Community Service Leave to an employee to meet family activities and community service responsibilities as described clause 71.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced

The maximum amount of leave under this clause shall be five working days in any period of 12 months; or the period calculated by allowing one working day for each completed year of service after the completion of the initial two years of service and deducting them from the total amount of family and community service leave or short leave granted to the employee, whichever is the greater period.

The parties agree that the definition of "a family member" will be consistent with subclause 81.4.2 of clause 81, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.

In cases of illness of a family member, whose care and support the employee is responsible, paid sick leave in accordance with the said clause 81 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced shall be granted when paid family and community service leave is exhausted.

9. Consultative Arrangements

This award will be monitored by a consultative committee consisting of management and employee representatives.

The parties will meet as often as necessary to discuss employee relations or industrial relations issues relating to employees covered by this Award. Including the resolution of any difficulties which may arise with the implementation or operation of this award, and to discuss possible future improvements to the employment conditions of employees.

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2015) Award or any variation or replacement Award.

11. Working from Home

It is accepted that the enhancement of family leave provisions will assist employees to meet any urgent personal responsibilities outside work and improve morale generally across the Department. The absence from the workplace may, however, be seen as lost productivity.

It is proposed therefore to implement the availability of working from home arrangements, on a case by case basis, where the nature of the employee's work lends itself to such arrangements.

This provision will be managed in accordance with the Department's Working from Home procedure.

12. Work and Family Issues

The parties acknowledge that there may be a number of issues external to the workplace, which have an effect on the day-to-day and ongoing performance and commitment of individuals within the Department.

The parties agree that small working groups consisting of management and employee representatives may be established to consider any such issues eg child care. These groups will provide discussion paper(s) to the Secretary on the appropriateness, costing and benefits of introducing such benefits to employees.

13. Anti Discrimination

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.

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.

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.

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

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

14. Deduction of Union Membership Fees

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

15. Area, Incidence and Duration

- (a) The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, *The Government Sector Employment Rules 2014*, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any awards replacing these awards.
- (b) This Award shall apply to all employees assigned to roles that can be identified as a responsibility of the former NSW Fisheries in the Department of Industry, Skills and Regional Development.

- (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 IG 359) take effect on and from 28 October 2015.
- (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1.07.2015

Administrative and Clerical Officers	Common Salary Point		First full pay period after 1.7.15 Yearly Rate (2.5% increase) \$
General Scale - Year 1 Year 2 Year 3 Year 4 Year 5	9 17 25 32 40		38,839 44,683 48,711 51,766 55,624
Fisheries Officers - Clause 4 (i) (a) 13.7% Salary Loading		Base Salary Yearly Rate First Full Pay Period on or after 1.7.1015 2.5% increase \$	13.7% Loaded Salary Yearly Rate \$
Grade 1 - Year 1	52	62,097	70,604
Grade 2 Year 1 Year 2	58 64	65,608 69,696	74,596 79,244
Grade 3 - Year 1 Year 2	64 67	69,696 71,839	79,244 81,681
District Fisheries Officer - Year 1 Year 2	78 85	79,891 85,455	90,836 97,162
Supervising Fisheries Officer - Year 1 Year 2	101 104	100,330 103,151	114,075 117,283
Fisheries Scientific Technician Fisheries Maintenance Technician Grade 1 - Year 1 Year 2 Year 3 Year 4 Year 5 Year 6		42,894 45,776 48,711 51,556 54,444 57,326	

Grade 2 - Year 1		59,633	
Year 2		62,768	
Year 3		65,909	
Grade 3 - Year 1		69,046	
Year 2		72,602	
Year 3		78,298	
Grade 4 - Year 1		79,716	
Year 2		82,123	
Year 3		84,570	
Grade 5 - Year 1		87,670	
Year 2		90,810	
Year 3		94,423	
Fish Hatchery Staff - Clause 4 (i) (c) 11.05% Salary Loading		Base Salary Yearly Rate \$	11.05% Loaded Salary Yearly Rate \$
Fisheries Hatchery Staff Assistant Manager - Year 1		59,633	66,222
Year 2		62,768	69,704
Year 3		65,911	73,194
Manager - Year 1		69,046	76,676
Year 2		72,602	80,625
Year 3		78,301	86,953
Senior Manager - Year 1		139,442	
Year 2		152,910	

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	FFPP after 1.7.15 2.5% Amount \$
1	5 (c)	Freezer Inspection Allowance	30.00 for each inspection, for each vessel, for each day
2	5 (d)	Regional Dive Coordinator	1,989 pa
3	5 (e)	Regional Dive Officer	1,395 pa
4	6 (b)	Fisheries Officer - meal allowance where the second break is taken	28.80

ATTACHMENT A

Fisheries Technician Classification - Competency Standards

Fisheries Technician Classification - This Award establishes the Fisheries Technician classification and replaces the previous classifications of technical assistant, technical officer, senior technical officer (scientific), tradesperson, gardener, foreperson and library technician.

Details of competency standards, general role responsibilities and qualities as well as progression criteria are outlined below.

Fisheries Technician Grade 1 -

Years 1 - 3

Description: - Training role where technical skills are acquired.

Responsibilities - Responsible for carrying out relatively standard procedures under close supervision.

Essential qualifications -

School Certificate or equivalent.

Driver's Licence (where appropriate).

Essential qualities -

Ability to work within specific instructions and/or standard procedures.

Ability to undertake on-the-job training or accredited coursework relevant to the technical knowledge and skills required for progression.

Progression criteria -

Progression between Years 1 to 3 based on carrying out the duties to a satisfactory level.

Progression to Year 4 based on 12 months service at Year 3, meeting Year 4 qualifications and the associated increased skills and ability.

Years 4 - 6 -

Description - Specific technical skills have been acquired through on the job training, formal qualifications and equivalent experience.

Responsibilities - Responsible for carrying out technical procedures under general supervision.

Essential qualifications -

Either TAFE Technical Qualification or three years relevant work experience.

Driver's licence and boat licence (where appropriate).

Essential qualities -

Ability to work to specific instructions or standard procedures, but may make minor changes and suggest improvements where appropriate.

Experienced with relevant methods and procedures, associated with technical tasks.

Ability to undertake tasks of a technical nature requiring some judgements to be made.

Progression criteria -

Progression between years 4 to 6 based on carrying out the duties to a satisfactory level.

Skills associated with Grade 1 Fisheries Technicians - The range of skills associated with specific roles will vary, however this is a listing of the types of skills which are associated with Grade 1 Fisheries Technicians.

Field related skills -

- Boat handling
- Sea safety
- 4WD experience/course
- Advance driving
- SCUBA diving certificate
- Radio operators licence
- Net making and repairing
- Handling of nets, traps and other fish sampling gear
- Fish tagging and recapture techniques
- Remote area experience

Workshop related skills -

- Operation of farm equipment (tractors, etc.)
- Forklift driving
- Welding
- Explosive tools
- Wood technology
- Fibre glassing
- Advanced electrical (motors, pumps)
- Protective coating applications

Laboratory related skills -

- Aquarium and pond maintenance
- Live fish handling
- Handling chemicals and hazardous goods
- Laboratory techniques
- Specimen identification (eg. fish taxonomy)
- Technical equipment storage and maintenance

Office related skills -

- Basic computer applications (spreadsheets, word processing, databases)
- Literature searching
- Preparation of technical drawings, graphs, maps
- Collecting, storing and collating data and work reports
- Data entry
- Filing and retrieving data sheets, etc. Basic photography

Fisheries Technician Grade 2 -

Description - Roles required a wide range of advanced technical skills acquired through formal training and on the job experience.

Responsibilities - Responsible for carrying out complex technical procedures with limited or irregular supervision.

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience.

Driver's licence and boat licence (where appropriate).

Additional skills and/or qualifications specific to the role.

Essential qualities -

Ability to work with limited direction and irregular supervision.

Demonstrated problem solving abilities, including modifications to standard procedures.

Ability to undertake on-the-job training or accredited coursework relevant to the technical knowledge and skills required for progression (eg. see skills associated with Grade 2).

Fisheries Technician Grade 3 -

Description - Roles require a range of advanced technical skills together with supervision, communication and employees training abilities.

Responsibilities - Responsible for carrying out complex technical procedures and the associated supervision of employees, with limited direction.

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least three years.

Driver's licence and boat licence (where appropriate).

Additional skills and/or qualifications specific to the role.

Essential qualities -

Ability to develop work programs based on technical tasks and make changes to procedures where appropriate.

Wide experience with relevant methods and procedures associated with technical tasks performed within the work unit or division.

Experience or ability to supervise technical staff and provide (and advise on) the training of technical skills to junior staff.

Skills associated with Grade 2 and Grade 3 Fisheries Technicians - The range of skills associated with specific roles will again vary, however this is a listing of the types of skills which are associated with Grade 2 and Grade 3 Fisheries Technicians.

Field related skills -

Coxswain's certificate

First aid certificate

Appropriate commercial diving qualifications

Workshop related skills -

Advanced trades certificate

Supervision

Staff training

Laboratory related skills -

Pond and aquarium systems management

Advanced technical skills associated with fish propagation

Specialist laboratory skills (eg. fish ageing, algal culture)

Office related skills -

Basic financial management

Advanced computer (database maintenance, programming, maintenance)

Data management

Report writing and presentation of results

Statistical analysis

Advanced photography

Public relations

Fisheries Technician Grade 4 -

Responsibilities - Responsible for supervising a technically based work unit or task.

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least six years.

Additional skills and/or qualifications specific to the role.

Essential qualities -

Ability to supervise and manage a specific work unit with a technical function, and/or

Advanced staff and financial management skills, and/or

Advanced skills associated with having the responsibility for an essential technically based task.

Fisheries Technician Grade 5 -

Responsibilities - Responsible for the supervision and leadership of a technically based work unit or task

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least ten years.

Additional skills and/or qualifications specific to the role.

Essential qualities -

Provide leadership and direction for a technically based work unit or in an essential departmental function of a technical nature.

Skills associated with Grade 4 and Grade 5 Fisheries Technicians - The range of skills associated with specific role will again vary, however this is a listing of the types of skills which are associated with Grade 4 and Grade 5 Fisheries Technicians.

Management of technically based program

Financial management
Leadership

Co-ordination of large/complex technically based programs

Advisory and publication of technical information

Public relations

ATTACHMENT B

Fisheries Officers Classification - Competency Standards

Fisheries Officer Classification - This award establishes a new structure for the Fisheries Officer Classification.

Details of competency standards and general role responsibilities are outlined below.

Essential prior to recruitment -

Drivers Licence
Colour vision
Swimming ability (200m)
Medical fitness exam
Boat Licence
HSC or Equivalent

Fisheries Officer Grade 1 (Trainee) -

To complete induction/orientation
Computer/keyboard skills
Environmental awareness
Pass exams
12 months satisfactory service
Marine survival/sea safety *
Senior First Aid Certificate
Baton and handcuffing
Basic communication skills *

* Ongoing every two years

General responsibilities -

Requires specified qualifications or previous skills or experience, and

Performs basic tasks and operates equipment for which limited training is required.

Exercises no individual judgement in following directions.

Works under direct supervision

Fisheries Officer Grade 2 -

Pre-requisite - Satisfies requirements for Fisheries Officer Grade 1.

First Year -

Intermediate communication skills

Second Year -

Investigation methods

Conflict resolution

Supervision skills

Accounting procedures

Media skills

Commonwealth Legislation

General responsibilities -

Requires accredited training and special licences, and adequate experience and special skills.

Performs work process at sub-FO Grade 3 level and performs duties in charge of equipment and, maintains office systems, and

Exercises independent judgement at sub-FO Grade 3 level.

Works under limited supervision.

Uses good communication skills.

Possess sound knowledge of relevant legislation, policy and procedures.

Fisheries Officer Grade 3 -

Pre-requisite - Coxswain's certificate of competency or equivalent.

First Year -

Software application skills

Operational planning

Sound knowledge of Commonwealth legislation

Complete basic management skills

Knowledge of all aspects of Commonwealth managed fisheries

Knowledge of all aspects of State managed fisheries

Second Year -

Environmental assessment (DA's and fish kills)

Superior communication skills

Supervision

Financial management

General responsibilities -

Requires satisfactory achievement of Departmental Competency Standards,

Performs duties of some complexity and is accountable for completion of work to agreed standards.

Exercises some independent judgement

Leads small work team on assigned work or supervises subordinate staff, and

Prepares, collates and analyses information in respect to Fisheries Management and district operations.

Represent the Department at various meetings at district level, and

Provides specialised advice and assistance to Management in the formulation of management plans and regulations.

District Fisheries Officer -

Prerequisite - Coxswain's certificate of competency or equivalent.

Master Class V) where appropriate
MED 3)

First year and ongoing - Advanced management (Financial, Human, Asset & Strategic Planning),

General responsibilities -

Responsible for effective co-ordination of work, or scheduling basic training for Fisheries Officer Grade 1 to 3 under direct supervision, problem solving, and

Exercises independent judgement and is accountable for work performance.

Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.

Accountable for performance to meet deadlines, and/ or performs work of complexity at a high level, and/or is competent in full range of disciplines necessary to effectively manage a Fisheries District.

Communicates information to client groups.

Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.

Supervising Fisheries Officer -

Prerequisite - Coxswains certificate of competency or equivalent.

Master Class V) where appropriate
MED 3)

First Year -

Management and administration

Work Health and safety training

Mediation skills

Second Year -

Further management development

General responsibilities -

May require Master Class V and MED 3 Course.

Requires well developed management skills.

Demonstrated understanding of environmental issues.

Approves work programs and projects and allocates resources, sets priorities and monitors performance against agreed standards, time frames and budgets.

Responsible for the training and development of staff in the zone.

Represents the Department as required at zone level and regional level.

Communicates technical and other information to client groups.

Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1647)

SERIAL C8446

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) FOOD SAFETY OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 731 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

PART A

Arrangement

Clause No. Subject Matter

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

Schedule 1 - Food Safety Officer - Progression Requirements

1. Title

This Award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) 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) "Authority" means - the Office of the NSW Food Authority
- (c) "Chief Executive Officer" means - the Chief Executive Officer of the Office of the NSW Food Authority.
- (d) "Code of Practice" means - requirements and guidelines to ensure a premises or activity complies with statutory requirements.
- (e) "Compliance, Investigation & Enforcement Branch" means - a Branch of the NSW Food Authority consisting of the Compliance Investigation Team, the Audit Systems & Verification Team, the Food Complaints & Incident Response Team and the Accreditation Systems Team.
- (f) "Department" means - The Department of Industry, Skills and Regional Development.
- (g) "Food Safety Officer" means - a staff member employed by the Authority in the capacity of Food Safety Officer.
- (h) "HACCP" means - Hazard Analysis and Critical Control Point System - an international food safety management system.
- (i) "Industrial Relation Secretary" means - the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (j) "Job Evaluation" means - an accredited job evaluation system used to grade roles in NSW Food Authority.
- (k) "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.
- (l) "Normal Work", in respect of clause 20, Grievance and Dispute Settling Procedures, 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 NSW Food Authority.
- (m) "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 Rules 2014*.
- (n) "Secretary" means - the Secretary of the Department of Industry, Skills and Regional Development.
- (o) "Science Business Operations and Strategy Branch" means - a Branch of the NSW Food Authority consisting of the Science and Technical Unit, Shellfish Unit and Business Operations support unit.
- (p) "Temporary Employee" means - a person employed on a temporary basis.

4. Coverage

The provisions of this Award shall apply to staff members employed in the Compliance, Investigation & Enforcement Branch and the Science Business Operations and Strategy Branch of the NSW Food Authority in the capacity of Food Safety Officer.

5. Statement of Intent

This Award seeks to maintain equity in salary and conditions between field staff of the former Meat, Dairy, and Seafood Branches of NSW Food Authority and facilitate recruitment and retention of Food Safety Officers.

6. 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.

7. 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.

8. Savings of Rights

No staff member of the Authority 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.

9. 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) The salary rates set out in Table 1 will move in accordance with the Crown Employees (Public Sector - Salaries 2015) Award or any variation or replacement Award.

10. 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.
- (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 Rules 2014*.

11. 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 Authority, in Food Science, Environmental Health, Aquatic or Animal Health, Law, Investigations or appropriate qualification combined with relevant industry experience (as determined by the Secretary).

12. Salary Progression

There shall 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.
- (d) 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)
- (e) Employment of a Food Safety Officer above Grade 3 will be subject to comparative assessment and the role being advertised externally.

13. 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 and the performance of NSW Food Authority. The Chief Executive Officer 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.

14. Competency Assessment Panel

A Competency Assessment Panel will be formed consisting of the staff members occupying the roles of Group Director and unit Manager of the branch where the staff member to be assessed is employed and a Senior Technical Officer from within the Authority. 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.

15. 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 shall 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 shall allow the appellant to appear before it during its determination of the appeal if so requested by the appellant.
- (e) The Secretary or delegate shall advise the staff member of the decision of the Assessment Appeals Panel within five (5) days of the appeal being heard.

16. Above Level Assignment Allowance

- (a) Staff members assigned to perform the duties of a higher role for more than five consecutive working days will be paid an allowance.
- (b) The allowance will be agreed following discussion with the staff member and will be a proportion of the difference between the staff member's salary and the salary for the minimum rate of the higher role depending on the range of duties undertaken and the level of responsibility accepted.

17. 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.

18. 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 NSW Food Authority from time to time.

19. 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 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."

20. 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 shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Rules 2014* the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any replacement awards.
- (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 IG 359) take effect on and from 28 October 2015.
- (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Table 1 - Salaries

Food Safety Officers			
Classification and Grades		Common Salary Point	First pay period on or after the 1.7.15 Per annum 2.5% \$
Grade 1	Year 1	-	59,549
	Year 2	-	61,254
	Year 3	55	63,801
Grade 2	Year 1	-	67,655
	Year 2	-	73,573
	Year 3	82	83,022
Grade 3	Year 1	-	89,331
	Year 2	-	92,534
	Year 3	98	97,426
Grade 4	Year 1	-	101,737
	Year 2	-	105,255
	Year 3	111	110,530
Grade 5	Year 1	116	116,042
	Year 2	120	120,961
Grade 6	Year 1	126	128,538
	Year 2	130	134,202

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 in the Compliance, Investigation & Enforcement and the Science, Business Operations and Strategy Branches.

The provisions of clauses 13 and 14 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) in respect of Compliance, Investigation & Enforcement Branch and the Science, Business Operations and Strategy Branch,
- (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, Investigation and Enforcement Branch, two or more years' experience in auditing at least two commodity sectors covered by the Food Safety Schemes in the *Food Regulation 2010*.
- (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 in respect of Compliance, Investigation and Enforcement Branch.
- (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 in respect of Compliance, Investigation & Enforcement Branch.
- (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 in respect of Compliance, Investigation & Enforcement Branch.
- (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.

J. D. STANTON, Commissioner

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) GEOSCIENTISTS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 734 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Salaries
5.	Progression of Staff
6.	Anti-Discrimination
7.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award.

2. Definitions

- (a) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (b) "Department" means the Department of Industry, Skills and Regional Development, as specified in Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.
- (c) "Geoscientist" means a staff member who has obtained an Earth Science degree or equivalent requiring a minimum of three years full-time study at a recognised university or tertiary institution, with a major in a Geoscience discipline.
- (d) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.

- (e) "Secretary" means the Secretary of the Department of Industry, Skills and Regional Development.
- (f) "Service" means continuous service.
- (g) "Staff member" means and includes all persons assigned to an ongoing full time, ongoing part time or temporary role under the provisions of the *Government Sector Employment Act 2013*.

3. Parties to the Award

The parties to this award are the Industrial Relations Secretary and the Association.

4. Salaries

The rates of salary shall be paid to staff members assigned to the roles specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

5. Progression of Staff

Progression of staff members from Grade I to Grade II in this award will be subject to:

- (a) completion of 12 months satisfactory service on the maximum salary for Grade I; and
- (b) the staff member having demonstrated a capacity to undertake geo-scientific investigations involving a degree of originality and independence or to perform work of an equivalent importance or value.

The promotion of staff members beyond Geoscientist Grade II will be subject to the occurrence of a vacancy, a comparative assessment.

6. Anti-Discrimination

- (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 and age and responsibilities as a carer.
- (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.
- (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.
- (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.

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

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

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

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

7. Area, Incidence and Duration

(a) This award shall apply to all staff members employed by the Department of Industry, Skills and Regional Development as defined in clause 2, Definitions, of this Award.

(b) Staff members are entitled to the conditions of employment provided by this Award and by the provisions in the following:

Government Sector Employment Act 2013;

Government Sector Employment Regulation 2014;

Government Sector Employment Rules 2014

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Public Sector - Salaries 2015) Award; or

any replacement award, except where specifically varied by this award.

(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 the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 October 2015.

(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 - Salaries**

The salaries set out below, shall apply from the beginning of the first pay period on or after 1 July 2015, in accordance with the provisions of the Crown Employees (Public Sector – Salaries 2015) Award be paid to staff members assigned to the roles specified.

Classification and Grades	Common Salary Point	Per annum First full pay period on or after 1 July 2015 (2.5% increase) \$
Geoscientists		
Grade I		
1st year of service	47	59,302
2nd year of service	51	61,471
3rd year of service	57	64,967
4th year of service	64	69,696
5th year of service	71	74,656
6th year of service and thereafter	77	78,971
Grade II		
1st year of service	82	83,022
2nd year of service	85	85,455
3rd year of service	89	88,900
4th year of service and thereafter	94	93,440
Senior		
1st year of service	97	96,373
2nd year of service	99	98,361
3rd year of service	102	101,290
4th year of service and thereafter	105	104,200
Principal		
1st year of service	111	110,560
2nd year of service and thereafter	114	113,787
Assistant Director, Geological Survey		
1st year of service	119	119,657
2nd year of service	124	125,773
3rd year of service and thereafter	128	131,247

J. D. STANTON, Commissioner

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND
REGIONAL DEVELOPMENT) LAND INFORMATION OFFICERS
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 735 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Salaries
5.	Scope of Employment
6.	Assignment, Progression and Training
7.	Grading and Evaluation of Roles
8.	Anti-Discrimination
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Schedule 1 - Appropriate Qualifications

Schedule 2 - Progression Requirements

Schedule 3 - Job Criteria

PART A

1. Title

This award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award.

2. Definitions

- (i) "Act" means the *Government Sector Employment Act 2013*.
- (ii) "Appropriate University or TAFE Qualifications" are those qualifications relevant to Land Information Officer classifications that are from time to time identified, and agreed as appropriate by the parties to the award. The qualifications deemed appropriate under the award are set out in Schedule 1 - Appropriate Qualifications.

- (iii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means the Department of Industry, Skills and Regional Development, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (v) "GSE Rule" means the *Government Sector Rules 2014*.
- (vi) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (vii) "Job Evaluation" means the accredited system agreed to between the parties to this award, used to grade all roles within the Department.
- (viii) "Land Information Officer" means and includes all employees assigned to roles in the capacity of ongoing full time, ongoing part time or temporary basis under the provisions of the *Government Sector Employment Act 2013* who, at the date of the first Crown Employees (Land Information Officers - Department of Mineral Resources) Award published 29 March 1996 (291 IG 813), were occupying a role of, and classified as, Cartographer, Survey Drafting Officer or Tracer with the then Department of Mineral Resources, or after that date were assigned to a Land Information Officer role and were employed in the former NSW Department of Primary Industries.
- (ix) "Normal Work" , means the responsibilities and capabilities relevant to the Role Description, of a staff member or staff members at the time of the grievance, dispute or difficulty.
- (x) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xi) "Regulation" means the *Government Sector Employment Regulation 2014*.
- (xii) "Role" means an assigned role as defined under *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and *Government Sector Employment Rules 2014*.
- (xiii) "Salary Rates" means the ordinary-time rate of pay for a staff member's grading excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xiv) "Secretary" means the Secretary of the Department of Industry, Skills and Regional Development.
- (xv) "Service" means continuous service for salary purposes
- (xvi) "Staff member" means a Land Information Officer.
- (xvii) "Training Modules" are internal training programs developed by the Department for the development of specific skills and knowledge relevant to the role and responsibilities of a Land Information Officer, on behalf of those staff members who do not possess formal qualifications, and for the purpose of cross-training.

3. Parties to the Award

The Parties to this Award are the Industrial Relations Secretary and the Association.

4. Salaries

The rates of salary shall be paid to staff members assigned to roles specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

5. Scope of Employment

- (i) Employment will be either on an ongoing full-time or ongoing part-time basis. Applications for working ongoing part-time or job-sharing will be considered based on the employees' requests and Departmental needs. Temporary employees may be employed as Land Information Officers should the need arise.
- (ii) Staff members may be required to participate in the full range of related work activities within the classification, grading and capabilities of their assigned roles.

6. Assignment, Progression and Training

- (1) Subject to the provisions of Part 3 of the GSE Rules, there are seven progressive levels relating to the Land Information Officer classifications. Criteria outlining the nature of work expected at the different levels will be in accordance with Schedule 3 - Job Criteria.

In addition to meeting the requirements of the Capability Framework, Land Information Officer Levels 1 to 3 will be broad banded, and details are as follows:

- (i) An employee must be undertaking, or successfully completed an appropriate university or TAFE qualification, including those listed in Schedule 1 - Appropriate Qualifications, to be eligible for assignment to role as a Land Information Officer Level 1.
- (ii) An employee who has successfully completed an appropriate qualification shall be eligible for assignment to a role as a Land Information Officer Level 1 Year 3.
- (iii) An employee who has successfully completed an appropriate university or TAFE qualification, and has completed four years satisfactory service as a Land Information Officer shall be assigned to a role as Level 2 Year 3 on the Land Information Officers' salary scale.
- (iv) An employee who has completed a two year full time course of approved study, and a period of two years satisfactory service as a Land Information Officer shall be deemed to have completed the equivalent of four years satisfactory service as a Land Information Officer.

Land Information Officer Levels 4, 5, 6 and 7 are discrete levels and assignment to a role will be based upon merit selection.

- (2) Following initial assignment to a role, the progression of all staff will be determined by meeting the requirement of the Capability Framework and according to the agreed arrangements outlined in Schedule 2 - Progression Requirements.
- (3) The Department will assume overall training responsibility for all staff members employed under this award and shall be responsible for all staff members having equal access to training in accordance with established Departmental Equal Employment Opportunity (EEO) Guidelines.
- (4) Appeals mechanism:
 - (i) Subject to the provisions of Part 4 of the GSE Rules a staff member shall have the right to appeal any decision made by the Department not to progress the staff member from salary point to salary point.
 - (ii) A staff member shall submit a written submission outlining their case to the Director Industrial Relations, within 28 days of the decision being appealed.
 - (iii) The Director Industrial Relations, shall constitute an appeals committee made up of one Management representative, one relevant Association representative and one peer who is acceptable to both Management and the Association.

- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Secretary or nominee for decision.
- (v) The decision of the Secretary or nominee shall be forwarded to the staff member concerned within 7 working days of the appeal being heard.
- (vi) This appeals mechanism shall not cover matters that are referred to in the *Government Sector Employment Rules 2014*.

7. Grading and Evaluation of Roles

- (i) Roles classified as Land Information Officers under this award will be graded in accordance with the accredited Job Evaluation system agreed to by the Department, the Industrial Relations Secretary and the Association, or other methodology which may be agreed between the parties to grade Land Information Officer roles during the operation of this award.
- (ii) The grading of Land Information Officer roles will be carried out in consultation with the Department's Job Evaluation Classification and Review Committee, which is a forum for consultation and negotiation between the Department and the Association on the operation of the Department's accredited Job Evaluation system.
- (iii) Roles will otherwise be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a role is significantly changed or where a new role is created;
 - (b) where a role falls vacant, the Department can 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 an staff member classified as a Land Information Officer under this award, provided that the role(s) have not been reviewed for grading for at least 12 months prior to the request.
- (iv) Where the Land Information Officer role is evaluated as falling within a lower or higher grading than that to which the staff member is presently assigned, then the Department shall act in accordance with the Department's Job Evaluation Policy, as agreed by the parties to this award.

8. Anti-Discrimination

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

9. Area, Incidence and Duration

- (i) This award shall apply to all the classifications as defined herein.
- (ii) The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, Government Sector Employment Regulation 2014, Government Sector Employment Rules 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any awards replacing these awards.
- (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 28 October 2015.
- (iv) 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

The salaries set out below shall apply on the first full pay period on or after 1 July 2015.

Classification	Annual Salary 1 July 2015 2.5% \$	Common Salary Point
Land Information Officer Level 1		
Year 1	45,901	20
Year 2	49,501	27
Year 3	53,642	36
Year 4	58,687	46
Land Information Officer Level 2		
Year 1	62,097	52
Year 2	64,967	57
Year 3	68,223	62

Land Information Officer Level 3		
Year 1	71,839	67
Year 2	74,656	71
Year 3	77,448	75
Year 4	79,891	78
Land Information Officer Level 4		
Year 1	83,022	82
Year 2	85,455	85
Year 3	88,015	88
Land Information Officer Level 5		
Year 1	90,646	91
Year 2	93,440	94
Year 3	97,426	98
Land Information Officer Level 6		
Year 1	100,330	101
Year 2	104,200	105
Year 3	107,362	108
Year 4	110,560	111
Land Information Officer Level 7		
Year 1	116,042	116
Year 2	120,961	120
Year 3	128,538	126
Year 4	134,202	130

SCHEDULE 1

Appropriate Qualifications

The following qualifications are currently deemed appropriate in terms of this award:

- Degree in Information Technology (Spatial Information)
- Graduate Diploma in Geographic Information Systems (GIS) and Remote Sensing (or equivalent)
- Degree in Geography (majoring in GIS)
- Associate Diploma in Land Information Systems
- Associate Diploma in Cartography
- Associate Diploma in Surveying
- Cartography Certificate
- Land and Engineering Survey Drafting Diploma
- Surveying Certificate IV
- Administrative Survey Drafting Certificate
- Associate Diploma in Survey Drafting
- Spatial Information Services (Surveying) Diploma
- Other relevant or equivalent tertiary qualifications as deemed appropriate to the classification

SCHEDULE 2

Progression Requirements

Land Information Officer Level 1 – Staff members will progress through the incremental steps within the salary range for Level 1, subject to the capacity to perform the capabilities of the role and satisfactory service.

Land Information Officer Level 2 - In order to progress to a Land Information Officer Level 2, a staff member must possess an appropriate university or TAFE qualification, and demonstrate a capacity to undertake the duties, responsibilities and capabilities of the role to that level as determined by the agreed criteria in Schedule 3.

A staff member is free to raise objection to a decision through the appropriate appeals mechanism, outlined in Clause 6, Assignment, Progression and Training.

A staff member need not be at the maximum salary of the Land Information Officer Level 2 range in order to apply for assessment.

Staff members who are within the Land Information Officer Level 2 salary scale will progress through the incremental range, subject to demonstrating the capacity to perform the capabilities of the role and continuing satisfactory service.

Land Information Officer Level 3 - In order to progress to Land Information Officer Level 3, a staff member must possess an appropriate university or TAFE qualification and demonstrate a capacity to undertake the duties, responsibilities and capabilities of the role to the level as determined by the agreed criteria in Schedule 3.

A staff member is free to raise objection to a decision through the appropriate appeals mechanism, outlined in the said clause 6.

Staff members who are within the Land Information Officer Level 3 salary scale will commence the cross-training modules designed to facilitate the multi-skilling process. Staff members will progress through the incremental range, subject to demonstrating the capacity to perform the capabilities of the role and continuing satisfactory performance and service.

Land Information Officer Levels 4, 5, 6 and 7 – Staff members who are assigned to Land Information Officer Levels 4, 5, 6 and 7 will possess an appropriate university or TAFE qualification. Staff member who are assigned to any of these roles shall demonstrate the capacity to perform the capabilities of the role and must be committed to the completion of the cross-training modules designed to facilitate the multi-skilling process.

Staff members who are assigned to roles of Land Information Officer Levels 4, 5, 6 and 7 will progress through the incremental range which is appropriate to their assigned level, subject to demonstrating the capacity to perform the capabilities of the role and continuing satisfactory performance and service.

SCHEDULE 3

Job Criteria

Land Information Officer Level 1 -

- | | |
|------------------------|--|
| 1. Qualifications: | HSC or equivalent |
| 2. Complexity of Work: | competent to undertake work/projects of limited complexity, i.e., routine work activities commensurate with person's experience and training, e.g., map/database/ stations/entries, preparation of plans and diagrams for unpublished reports. |
| 3. Capabilities: | Demonstrate the capacity to perform the capabilities outlined the role description for the role. |
| 4. Freedom to Act: | very limited degree of freedom to perform tasks, i.e., act with an extensive degree of guidance |

5. Human Resource Management: not required to carry out such duties
6. Computing: undertake data capture/retrieval of limited complexity relating to MRLIS (incl. geological, mining title data)
- proficiency in functions of CAD system relating to generation of maps, plans of limited complexity
- proficiency in functions of limited complexity relating to the Office Automation Network, e.g., word processing
7. Map Design and Compilation: understanding and exercising of limited levels of design/compilation aspects of maps/plans/diagrams in manual, digital form in relation to unpublished reports; to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
- understanding and exercising of limited levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation: competent to interpret to a limited degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings;
- map and plan production;
- providing information/advice to industry, public, other Govt. agencies.
9. Work Organisation: ability to plan, organise own work in line with Departmental priorities and deadlines
10. Decision Making: ability to display independent technical judgement and initiative on matters of very limited complexity
11. Provision of Advice: competent in providing independent and timely advice/information of a very limited degree of complexity
12. Training: not required to provide on-the-job or formal training
13. Interpersonal: ability to gain co-operation and acceptance of co-workers and, as required, clients
43. Communication: ability to display at least a limited degree of oral/written liaison skills, e.g., form replies, liaison with authors
15. Financial Management: not required to exercise any control over finances
16. Legislative: competent to interpret, under guidance, limited aspects of Interpretation: Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational: knowledge of accountability/responsibility for aspects of Health and Safety: staff/client health, safety and welfare

18. EEO: understanding of EEO principles
19. Corporate Plan: ability to comply with Corporate Plan objectives
20. Policy: ability to understand and implement, under guidance, Dept./Govt. policies, procedures, legal advisings relative to section functions

Land Information Officer Level 2 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of moderate complexity, e.g., identification of moderately complex mining title information from manual and digital databases, assist in the cartographic compilation of geological/metallogenic maps and plans for publication
Demonstrate the capacity to perform the capabilities outlined the role description for the role.
3. Capabilities: ability to exam work of limited complexity for accuracy and completeness, as required
4. Freedom to Act: limited degree of freedom to perform tasks, i.e., act with a substantial degree of guidance
5. Human Resource Management: ability to assist in very limited aspects of supervision, e.g., guide junior staff, co-workers undertake data
6. Computing: capture/retrieval of moderate complexity relating to MRLIS (incl. geological, mining title data)

proficiency in function of CAD system relating to generation of maps, plans of moderate complexity proficiency in functions of limited complexity relating to the Office Automation Network, e.g. word processing
7. Map Design and Compilation: understanding and exercising of general levels of design/compilation/ fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams(incl. survey investigation/calculation)

understanding and exercising of general levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation: competent to interpret to a moderate degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:

mining and land use proposals, conveyance matters, coal mine workings

map and plan production

providing information/advice to industry, public, other Govt. agencies
9. Work Organisation: ability to plan, organise own work in line with Departmental

- priorities and deadlines
10. Decision Making: ability to display independent technical judgement and initiative on matters of limited complexity
11. Provision of Advice: competent in providing independent and timely advice/information of a limited degree of complexity
12. Training: ability to provide a very limited degree of on-the-job training of junior technical staff and co-workers
13. Interpersonal: ability to gain co-operation and acceptance of co-workers and, as required, clients
14. Communication: ability to display at least a limited level of oral/written liaison skills, e.g., form replies, liaison with authors
15. Financial Management: not required to exercise any control over finances
16. Legislative Interpretation: competent to interpret, under guidance limited aspects of Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety: knowledge of accountability/responsibility for aspects of staff/client health, safety and welfare
18. EEO: understanding of EEO principles
19. Corporate Plan: ability to comply with Corporate Plan objectives
20. Policy: ability to understand, implement, under guidance, Dept./Govt. policies, procedures, legal advisings relative to section functions

Land Information Officer Level 3 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of substantial complexity, e.g., cartographic production of geological, metallogenic and cadastral maps/plans
3. Capabilities: Demonstrate the capacity to perform the capabilities outlined the role description for the role.
ability to examine work of moderate complexity for accuracy and completeness, as required
4. Freedom to Act: moderate degree of freedom to perform tasks, i.e., act with a moderate degree of guidance
5. Human Resource Management: ability to assist in limited aspects of supervision, e.g., guide, motivate staff
6. Computing: undertake data capture/editing/retrieval of substantial complexity relating to MRLIS, incl. geological, mining title data

proficiency in functions of CAD system relating to generation of maps, plans of substantial complexity

ability to undertake limited research and development of graphic

	applications
	proficiency in functions of moderate complexity relating to the Office Automation Network, e.g., spreadsheets
7. Map Design and Compilation	<p>understanding, exercising of superior levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)</p> <p>understanding, exercising of superior levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)</p>
8. Map Interpretation:	<p>competent to interpret to a substantial degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:</p> <p>mining and land use proposals, conveyance matters, coal mine workings map and plan production</p> <p>providing information/advice to industry, public, other agencies</p>
9. Work Organisation:	ability to plan, organise own work and assist in limited aspects of planning, organising work of junior staff in line with Departmental priorities, deadlines
10. Decision Making:	ability to display independent technical judgement and initiative on matters of general complexity
11. Provision of Advice	competent in providing independent and timely advice/information of a moderate degree of complexity
12. Training:	ability to provide a limited degree of on-the-job training of junior technical staff, co-workers
13. Interpersonal	ability to gain co-operation of co-workers and clients; assist development of skills of junior staff, co-workers
14. Communication:	ability to display a moderate degree of oral/written liaison skills, e.g., submissions/correspondence/reports
15. Financial Management:	ability to exercise a limited degree of control over finances, e.g., stores
16. Legislative:	competent to interpret, under guidance, general aspects of Interpretation: Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety	knowledge of accountability/responsibility for aspects of: staff/client health, safety and welfare
18. EEO:	understanding of EEO principles
19. Corporate Plan:	ability to comply with Corporate Plan objectives and contribute generally to the formulation of budget estimates

20. Policy: ability to understand and implement, under guidance,

Land Information Officer Level 4 -

1. Qualifications: Appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., complex Ministerial submissions/correspondence, specific computer research and development of graphic applications for MRLIS
ability to examine work of substantial complexity for accuracy, Completeness
3. Capabilities: Demonstrate the capacity to perform the capabilities outlined the role description for the role.
4. Freedom to Act: substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance
5. Human Resource Management: ability to supervise and allocate staff resources, provide sound leadership, motivate staff (as first level of direct, sustained supervision)
6. Computing: undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data)
ability to undertake substantial research and development of graphic applications
proficiency in functions of CAD system relating to generation of maps, plans of high complexity
proficiency in functions of substantial complexity relating to the Office Automation Network, e.g., data basing
7. Map Design and Compilation: understanding and exercising of high levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
mining and land use proposals, conveyance matters, coal mine workings map and plan production
providing information/advice to industry, public, other Govt. agencies
9. Work Organisation: ability to plan, organise work of section staff in line with Departmental priorities, deadlines; to monitor and evaluate performance

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|-------------------------------------|---|
| 10. Decision Making: | ability to display independent technical judgement and initiative on matters of substantial complexity |
| 11. Provision of Advice: | competent in providing independent and timely advice/information of a substantial degree of complexity |
| 12. Training: | ability to provide a substantial degree of on-the-job training of section staff and co-workers |
| 13. Interpersonal: | ability to develop staff and make accurate assessment of abilities and performance |
| 14. Communication: | ability to display a superior level of oral/written liaison skills, e.g., provide staff with clear and constructive direction and advice |
| 15. Financial Management: | ability to exercise a limited degree of control over finances, e.g., provide advice on equipment purchases |
| 16. Legislative | competent to interpret substantial aspects of Mining Acts/
Interpretation: Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds |
| 17. Occupational Health and Safety: | accountable/responsible for aspects of staff/client health, safety and welfare |
| 18. EEO: | understanding of and capacity to implement EEO principles |
| 19. Corporate Plan: | ability to comply with Corporate Plan objectives and contribute generally to the formulation of objectives, estimates |
| 20. Policy: | ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to section function; to provide moderate degree of input into development/review of policies/procedures |

Land Information Officer Level 5 -

- | | |
|-------------------------------|--|
| 1. Qualifications: | appropriate university or TAFE course |
| 2. Complexity of Work: | competent to undertake work/projects of high complexity, e.g., special projects, formal training, computer graphics research and development |
| 3. Capabilities: | ability to exam work of high complexity for accuracy, completeness as required
Demonstrate the capacity to perform the capabilities outlined the role description for the role. |
| 4. Freedom to Act: | substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance |
| 5. Human Resource Management: | ability to supervise training of technical staff |
| 6. Computing: | undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data) |
| | ability to undertake extensive research and development of graphic applications |
| | understanding of general aspects of computer technology |

- applications in relation to Departmental objectives
- proficiency in functions of CAD system relating to generation of maps, plans of high complexity
- proficiency in functions of substantial complexity in relation to the Office Automation Network
7. Map Design and Compilation: understanding and exercising of high levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
- understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
8. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings
- map and plan production
- providing information/advice to industry, public, other Govt. agencies
9. Work Organisation: ability to plan, organise work (incl. training programmes) in line with Departmental priorities, deadlines; to monitor and evaluate performance
10. Decision Making: ability to display independent technical judgement on matters of high complexity; to display pro activity
11. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity, e.g., training in technical and administrative functions
12. Training: ability to plan, develop and implement formal training programs of high degree and to provide on-the-job training of Branch staff, as required
13. Interpersonal: ability to develop staff and make accurate assessment of abilities and performance
14. Communication: ability to display a high level of oral/written liaison skills, e.g., present information and ideas to groups
15. Financial Management: ability to exercise a moderate degree of control over finances
16. Legislative Interpretation: competent to interpret extensive aspects of Mining: Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational: substantial degree of accountability/responsibility for aspects of

Health and Safety	staff/client health, safety and welfare
18. EEO:	understanding of and capacity to implement EEO principles
19. Corporate Plan:	ability to implement Corporate Plan objectives, contribute generally to the formulation of objectives, estimates
20. Policy:	ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide a moderate degree of input into review/development of policies/procedures

Land Information Officer Level 6 -

1. Qualifications:	appropriate university or TAFE course
2. Complexity of Work:	competent to undertake work/projects of high complexity, e.g., management/supervision of unit and its functions
3. Capabilities:	ability to critically analyse work Demonstrate the capacity to perform the capabilities outlined the role description for the role.
4. Freedom to Act:	extensive degree of freedom to perform tasks, i.e., act with a very limited degree of guidance
5. Human Resource Management:	ability to supervise/manage group(s) of technical staff, co- ordinate resources; to lead, motivate staff; to demonstrate management skills
6. Computing:	ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications understanding of extensive aspects of computer technology applications in relation to Departmental objectives ability to undertake a superior degree of research and development of graphic applications, as required
7. Map Design and Compilation:	ability to provide a high degree of input into review/development of policy and procedures relating to design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form understanding of high levels of such design/compilation aspects
8. Map Interpretation:	competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to: mining, land use proposals, conveyance matters, coal mine workings map and plan production
9. Work Organisation:	providing information/advice to industry, public, other Govt. agencies ability to co-ordinate unit activities in line with Departmental priorities, deadlines; to review performance

109. Decision Making: ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity
11. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity
12. Training: ability to oversee the implementation of formal and on-the-job training in the unit
13. Interpersonal: ability to represent and negotiate with clients and others on behalf of the Branch or Department
14. Communication: ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively
15. Financial Management: ability to exercise a superior degree of control over finances, i.e., of the unit's budget
16. Legislative Interpretation: competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational: Health and Safety: high degree of accountability/responsibility for aspects of staff/client health, safety and welfare
18. EEO: understanding of and capacity to implement/oversight implementation of EEO principles
19. Corporate Plan: ability to implement Corporate Plan objectives, contribute substantially to the formulation of objectives, estimates, performance indicators
20. Policy: ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide substantial degree of input into review/development of relevant policies/procedures

Land Information Officer Level 7 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., management of Branch and its functions
3. Capabilities: ability to ensure work meets quality control standards
Demonstrate the capacity to perform the capabilities outlined the role description for the role.

ability to exercise delegated authority duties, functions
4. Freedom to Act: extensive degree of freedom to manage Branch
5. Human Resource Management: ability to manage/supervise Branch technical staff, allocate/co-ordinate Branch staff resources, provide dynamic leadership; to demonstrate management skills

6. Computing: ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications
- understanding of extensive aspects of computer technology applications in relation to Departmental objectives
7. Map Design and Compilation: ability to provide a high degree of input into review/development of policy and procedures relating to design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form
- understanding of moderate levels of such design/compilation aspects
8. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining, land use proposals, conveyance matters, coal mine workings
- map and plan production
- providing information/advice to industry, public, other Govt. agencies
9. Work Organisation: ability to coordinate Branch activities in line with Departmental priorities, deadlines; to delegate work, review/measure performance, adjust to change
10. Decision Making: ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity
11. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity
12. Training: ability to ensure a high degree of formal and on-the-job training is implemented for all Branch staff
13. Interpersonal: ability to represent and negotiate with clients and others on behalf of the Branch or Department; to encourage development of staff skills
14. Communication: ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively
15. Financial Management: ability to exercise a high degree of control and accountability over finances, i.e., of Branch's budget
16. Legislative Interpretation: competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/mining title deeds
17. Occupational Health and Safety: high degree of accountability/responsibility for aspects of staff/client

health, safety and welfare

18. EEO: understanding of and a high degree of accountability and responsibility for the implementation of EEO principles
19. Corporate Plan: understanding of and a high degree of accountability/responsibility for the implementation of the Corporate Plan
- ability to contribute extensively to the formulation of objectives, estimates and performance indicators
20. Policy: ability to understand, implement Dept/Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide a high degree of input into development/review of relevant policies/procedures.

J. D. STANTON, Commissioner

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(109)

SERIAL C8451

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND
REGIONAL DEVELOPMENT) LOCAL COORDINATOR
ALLOWANCE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 736 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Local Coordinator Allowance
3.	Saving of Rights
4.	Anti-Discrimination
5.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Allowances

Appendix 1 - Responsibility of a Local Coordinator

PART A

1. Definitions

- (i) "Assignment to a role" shall be determined by merit selection and by an expression of interest. The period of assignment shall be a three (3) year term or as determined by the Department.
- (ii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (iv) "Facilities Coordinator" means a Local Coordinator who undertakes the duties listed under the heading of "Facilities Coordination" in Appendix 1.
- (v) "Industrial Relations Secretary" means the Secretary of the Treasury, as specified in Schedule 1 Part 1 of the *Government Sector Employment Act 2013*.
- (vi) "Local Coordinator duties" shall be determined from time to time by the Department. As a guide, Appendix 1 indicates the current duties that are required to be performed by a Local Coordinator.

- (vii) "Local Coordinator" means a member of staff who is assigned to a role as such by the Department and carries out the duties of Local Coordinator as determined from time to time in a location.
- (viii) "Location" means an office, site or facility as determined by the Department.
- (ix) "Personnel Coordinator" means a Local Coordinator who undertakes the duties listed under the heading of "Personnel Coordination" in Appendix 1.
- (x) "Secretary" means the Secretary, Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xi) "Staff Administered by Local Coordinator" shall be the number of staff at the location for which the Local Coordinator is assigned responsibility. For the purpose of determining the applicable allowance payable for the ensuing year this number shall be reassessed on the first day of March each year.
- (xii) "Staff" means all ongoing full time, ongoing part time and temporary staff assigned to a role by the Department, pursuant to the *Government Sector Employment Act 2013*. Casuals, contractors or those participating in work experience are not included for the purpose of this award.

2. Local Coordinator Allowance

A Local Coordinator shall be paid an allowance of an amount as set out in Table 1 - Allowances, of Part B, Monetary Rates.

- (i) Full allowance rates shall apply where the Department requires a member of staff to undertake both the Facilities Coordination and the Personnel Coordination roles.
- (ii) Partial allowance rates shall apply where the Department requires a member of staff to undertake either the Facilities Coordination or the Personnel Coordination roles but not both.
- (iii) Where the Department determines that the responsibilities of Local Coordinator are fundamental to an staff member's assigned role no allowance shall apply.

3. Saving of Rights

- (i) At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (ii) Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award, or an Award replacing it, staff under this award will maintain the same salary relationship to the rest of the Public Service.

4. Anti-Discrimination

- (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.
- (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.

- (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.
- (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.
- (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.
 - (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."

5. Area, Incidence and Duration

- (i) The members of staff regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules 2014*, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any awards replacing these awards.
- (ii) The changes made to this award pursuant to the Award Review under 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 28 October 2015.
- (iii) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Allowances

Effective from the beginning of the first full pay period to commence on or after 1.07.2015

	Annual Rates FFPP on or after 1 July 2015 (2.5%) \$	
	Full Allowance	Partial Allowance
Staff Administered by Local Coordinator Up to three staff	2,309	1,153

Up to six staff	3,460	1,730
Up to ten staff	4,617	2,309
More than ten staff	6,926	3,462

APPENDIX 1

The roles of a Local Coordinator are defined as:

1. Facilities Coordination:

A Local Coordinator who is assigned to the role as facilities coordinator will be responsible for:

- 1.1 Acting as the local contact for all matters relating to facilities management and administration
- 1.2 Ensuring that facilities such as office accommodation, buildings, infrastructure, motor vehicles, assets and storage facilities are maintained and managed in accordance with Departmental policies and procedures.
- 1.3 Ensuring that shared services are delivered and managed efficiently within the available resources and in accordance with Departmental policies and procedures.
- 1.4 Approving financial and administrative matters under delegation.
- 1.5 Ensuring the facility is managed and operated in accordance with the requirements of the *NSW Workplace Health and Safety Act 2011*.
- 1.6 Other facilities coordination duties as reasonably determined by the Department from time to time.

2. Personnel Coordination:

A Local Coordinator who is assigned to the role as personnel coordinator will be responsible for:

- 2.1 Coordinating the compliance of staff with Departmental and NSW Government policies and guidelines in relation to personnel matters such as attendance, conduct and ethical behaviour.
- 2.2 Advising relevant managers and line supervisors of breaches of policies and guidelines in relation to personnel matters and assisting to address these breaches when requested.
- 2.3 Coordinating matters relating to the induction, entry onto duty and last day of duty of staff.
- 2.4 Coordinating work priorities and supervision of support staff servicing multiple programs.
- 2.5 Other personnel coordination duties as reasonably determined by the Department from time to time.

J. D. STANTON, Commissioner

(1309)

SERIAL C8452

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND
REGIONAL DEVELOPMENT) MINE SAFETY AND ENVIRONMENT
OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 737 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Preamble
3.	Definitions
4.	Parties to the Award
5.	Salaries
6.	Scope of Employment
7.	Assignment of Officers
8.	Progression of Officers
9.	Mine Safety and Environment Committee
10.	Review of Qualifications and Competencies
11.	Qualifications, Competencies and Capabilities - Acquisition and Maintenance
12.	Hours of Duty
13.	Mine Backshift Inspections
14.	Overtime, On Call and Call Out Arrangements
15.	Grading and Evaluation of Roles
16.	Department Induction Seminars
17.	Grievance and Dispute Settling Procedures
18.	Anti-Discrimination
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

SCHEDULES

Schedule 1 - Appropriate Qualifications

Schedule 2 - Statutory Requirements, Tertiary Qualifications
and Competency-based Training Programme

PART A

1. Title

This award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award.

2. Preamble

This award is made in recognition by the parties of the major structural reform resulting from the implementation of the Mine Safety Review Report tabled in the NSW Parliament on 9 April 1997. The award also recognises:

- changes in duties, work practices, responsibilities, accountabilities;
 - assignment to roles and promotion based on the acquisition of competencies and capabilities;
 - creation of the classification of Mine Safety Officer;
 - separation of the work health and safety and environmental functions; and
 - in establishing rates of pay in this award, regard has been had to the rates of pay applicable to the mining industry,
- for officers employed under the award.

3. Definitions

- (i) "Act" means the *Government Sector Employment Act 2013*.
- (ii) "Appropriate Qualifications" are those qualifications relevant to the classifications under this award, which are:
 - required by officers in order to fulfil the Department's responsibilities under the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013* or any relevant legislation enacted by the NSW Parliament during the term of this award; or
 - from time to time identified and agreed as appropriate by the Secretary, following a review carried out by the Mine Safety and Environment Committee in accordance with clause 10, Review of Qualifications, Competencies and Capabilities; or
 - otherwise recognised for progression purposes by the Secretary, in accordance with subclause (3) of clause 8, Progression of Officers.Current qualifications deemed appropriate to be held by officers under this award are set out in Schedule 1.
- (iii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Backshift", for the purpose of this award, is a mine-working shift which either commences or finishes outside the Department's business hours of 8.30 a.m. and 4.30 p.m., Monday to Friday.
- (v) "Committee" means the Mine Safety and Environment Committee comprising the Director, or nominee, two Grade 4 Inspectors and three representatives of the Association or as otherwise comprised by agreement between the Department and the Association with the functions and responsibilities described in clause 9, Mine Safety and Environment Committee.

- (vi) "Department" means the Department of Industry, Skills and Regional Development, as specified in Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.
- (vii) "Director" means the Director of Mine Safety Operations.
- (viii) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (ix) "Inspector" means and includes all persons employed as ongoing full time, ongoing part time or temporary basis under the provisions of the *Government Sector Employment Act 2013* who are assigned to a role of Inspector of Coal Mines, Inspector of Mines (Metalliferous), Electrical Inspectors and Mechanical Inspectors with the Department as described in the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013*, or may be classified as an Inspector or described by a new definition or description resulting from a variation or amendment to the aforesaid Act and Regulation, or by new or other legislation.
- (x) "Job Evaluation" means an accredited system agreed to between the parties, to grade the roles of officers employed under this award.
- (xi) "Mine", for the purposes of this award, is the description contained in the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013*.
- (xii) "Normal Work", for the purposes of clause 17, Grievance and Dispute Settling Procedures, will be work carried out in accordance with the officer's position or role description at the location where the officer was employed at the time the grievance or dispute was notified by the officer.
- (xiii) "Normal Working Hours" are the ordinary hours of work performed in accordance with clause 12, Hours of Duty.
- (xiv) "Officer" means for the purpose of this award, includes all persons ongoing or temporarily employed under the provisions of the *Government Sector Employment Act 2013* who are assigned to roles classified under this award in the Department of Industry, Skills and Regional Development.
- (xv) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xvi) "Regulation" means the Government Sector Employment Regulation 2014..
- (xvii) "Role" means a role assigned to an officer under the provisions of the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- (xviii) "Rules" means the Government Sector Employment Rules 2014.
- (xix) "Salary Rates" means the ordinary-time rate of pay for the officer's grading and includes allowances for work conducted during a mine backshift, and for being on call outside normal working hours for the Grade 2, 3 and 4 officers described in subclause (1) of clause 12, Hours of Duty.
- (xx) "Secretary" means the Secretary of the Department of Industry, Skills and Regional Development. Industry, Skills and Regional Development.
- (xxi) "Service" means continuous service

4. Parties to the Award

The parties to this award are the Industrial Relations Secretary and the Association.

5. Salaries

The rates of salary shall be paid to members of staff assigned to a role specified as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.

6. Scope of Employment

- (1) Employment will be either on an ongoing full-time, ongoing part-time, ongoing part-time (on part-time leave without pay), or ongoing part-time (with part-time maternity leave) basis. Temporary staff may be employed as Inspectors should the need arise.
- (2) Staff members may be required to undertake the full range of related work activities within the classification, capabilities and grading of their assigned role.

7. Assignment of Officers

An assignment to any role covered by this award will be subject to a staff member satisfying the requirements of the *Government Sector Employment Act 2013*, *The Government Sector Employment Regulation 2014*, *the Government Sector Employment Rules 2014*, *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act*, or as may be otherwise determined or prescribed by legislation enacted by the NSW Parliament, or in accordance with the recommendations of the Mine Safety Review.

8. Progression of Officers

- (1) Progression Between Grades - Progression of officers between each Grade in this award will be on the basis of merit selection, and subject to a vacancy, provided officers meet the qualifications criteria and capabilities listed in Schedule 1 applicable to the Grade to which they are assigned, or as otherwise determined in accordance with paragraph (a) of subclause (3) of this clause.
- (2) Progression Within Grades - Progression of officers within a Grade of this award will be subject to completion of 12 months' satisfactory service and the ability to undertake the capabilities outlined in the role description at each level within a Grade, with the following exceptions:
 - (a) Officers who have completed 12 months' satisfactory service at Grade 1 Level 7 will only progress to Grade 1 Level 8 if they possess the qualifications prescribed in Schedule 1, or have their qualifications, competencies and capabilities accepted for progression from Grade 1 Level 7 to Grade 1 Level 8, in accordance with subclause (2) of clause 10, Review of Qualifications, Competencies and Capabilities.
- (3) Progression of Grade 1 Officers following a Qualifications, Competencies and Capabilities Review -
 - (a) An officer may apply to the Director in writing to request a review of their qualifications, competencies and capabilities for progression from Grade 1 Level 7 to Grade 1 Level 8. Following receipt of the officer's application, the Director will convene a meeting of the Committee established in accordance with clause 9, Mine Safety and Environment Committee, to consider an officer's qualifications, not listed in Schedule 1, or to determine whether an officer possesses the competencies and capabilities described in Schedule 2, and the relevant experience required, for progression to Grade 1 Level 8.
 - (b) The Committee will review the officer's application for progression in accordance with procedures and timeframe established by the Committee, subject to the provisions of the Act in consultation with the officer, and make recommendations to the Secretary.
 - (c) The Secretary may approve, or not approve, the Committee's recommendation on an officer's qualifications within 15 working days of receipt of the Committee's report.

The Secretary will provide officers who fail to have their qualifications accepted for progression with written grounds and reasons for the decision within 15 working days of the determination.

- (d) The date of progression for an officer from Grade 1 Level 7 to Grade 1 Level 8, recommended for progression in accordance with this subclause, will be:
 - (i) in accordance with paragraph (a) of subclause (2) of this clause; or
 - (ii) following any lawful order or determination by the Industrial Relations Commission of New South Wales.
- (e) Nothing in this clause will prevent the Secretary progressing any officer(s) from Grade 1 Level 7 to Grade 1 Level 8, who meets any new, varied, amended or otherwise altered qualifications introduced after this award is made, in accordance with legislation enacted by the NSW Parliament.

9. Mine Safety and Environment Committee

- (1) A Mine Safety and Environment Committee will be formed by the parties to this award, with the following functions and responsibilities:
 - (a) The Committee will act as a forum of consultation between the Department and Association for the implementation of the recommendations of the Mine Safety Review Report, and for:
 - (b) the development of a team structure and team management approach to the organisation of officers' work and the discharge of their responsibilities and capabilities:
 - (i) officers' Performance Development Plan, trialling, review and implementation;
 - (ii) the review of officers' work practices; and
 - (iii) the development, implementation, and ongoing review of training, professional development, competency units and elements, competency curriculum development, competencies acquisition, competency assessment, and competency maintenance programs, considered appropriate for officers employed under this award; and
 - (c) a review of appropriate qualifications, competencies and capabilities for the assignment , progression and promotion of officers employed under this award in accordance with clause 10, Review of Qualifications and Competencies.
- (2) The Committee will meet every month, or as otherwise agreed between the parties to this award, or as otherwise required in accordance with this clause, paragraph (a) of subclause (3) of clause 8, Progression of Officers, or the said clause 10. The business of the meeting will be conducted as follows:
 - (a) The Director, or nominee, will be the Committee chairperson.
 - (b) The Department will provide a person, other than a management representative, to record the Committee's minutes. Minutes will be circulated to Committee members within 10 working days of each meeting.
 - (c) A draft Committee agenda will be circulated at least seven working days, or as otherwise agreed by the Committee, prior to a Committee meeting. Agenda items will be accepted up until two working days prior to a meeting.
 - (d) The Committee will, as far as possible, attempt to reach decisions and resolve outstanding issues by consensus.
 - (e) The Committee may co-opt any other officer employed by the Department, or invite any person to assist the Committee in carrying out its functions and responsibilities or to assist in resolving a grievance or dispute. The Committee will make recommendations to the Secretary arising from its functions and responsibilities.

- (3) If a dispute or grievance between representatives on the Committee remains unresolved, the Association and Department representatives will attempt to resolve a grievance or dispute with the Secretary, and in accordance with clause 17, Grievance and Dispute Settling Procedures.

10. Review of Qualifications and Competencies

- (1) The Committee will review the suitability of existing and future qualifications, competencies and/or capabilities for the assignment and progression of officers employed by the Department.
- (a) The Secretary will receive recommendations agreed to by the Committee before making a decision to:
- (i) vary, amend, or otherwise alter qualifications, competencies or capabilities for officers employed under this award listed in Schedules 1 and 2, respectively; or
 - (ii) identify new competency requirements for any group of officers employed under this award; and
- all such matters will be determined within three calendar months, or as otherwise agreed to by the Committee.
- (2) The Committee will also make recommendations to the Secretary:
- (a) to recognise, or not recognise, an officer's qualifications, competencies or capability for progression from Grade 1 Level 7 to Grade 1 Level 8, following a review of the officer's qualifications, competencies or capabilities in accordance with the provisions of paragraph (a) of subclause (3) of clause 8, Progression of Officers; and
 - (b) on resolving any difficulty, grievance, dispute or special circumstances related to the acquisition or maintenance of qualifications, competencies or capabilities by any officer employed under this award.

11. Qualifications, Competencies and Capabilities - Acquisition and Maintenance

- (1) The Secretary will, subject to the provisions of the Act and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, be responsible for providing suitable study leave arrangements for officers to either acquire qualifications prescribed in Schedule 1, or determined by the Committee in accordance with clause 10, Review of Qualifications, Competencies and Capabilities, for:
- (a) an officer's progression, within a grade, in accordance with paragraph (a) of subclause (2) or paragraph (a) of subclause (3) of clause 8, Progression of Officers; or
 - (b) an officer to be eligible for promotion to a higher grade.
- (2) The Secretary will grant paid study leave necessary for officers to maintain any qualifications, competencies or capabilities for the officers to comply with any legislative requirement imposed on an officer in the *Government Sector Employment Act 2013*, *Work, Work Health and Safety Act 2011* and the *Health and Safety (Mines) Act 2013* or any new legislation related to the officers regulating either safety and/or environmental standards at mine sites in NSW, or work health and safety for persons employed in the mining industry in NSW.
- (3) An officer who has not acquired, or maintained, competencies or capabilities which are required in Schedule 2, through circumstances beyond their control, will continue to be employed at the same Grade and Level, and have their service recognised, for a maximum of 12 months.

12. Hours of Duty

- (1) All officers employed full-time under this award, occupying a Grade 2, 3 or 4 role, other than officers who occupy a role as Grade 2, Inspector (Environment), will be required to work 35 hours between Monday and Sunday of any week, unless otherwise directed, or required to work additional hours in accordance with clause 14, Overtime, On Call and Call Out Arrangements. These provisions also apply to the grades and classifications of officers described in subclause (2) who are assigned to an above level assignment role.
- (2) All officers employed full-time under this award who occupy a Grade 1 role, or; a Grade 2 role, classified as Inspector (Environment), will be required to work 35 hours during the Department's normal business hours, Monday to Friday. Officers, with the approval of the Director, may work either standard hours or under the flexible working hours agreement applicable to the Department.
- (3) The Secretary may permit any officer employed under the provisions of subclause (1) of clause 6, Scope of Employment, who enters into an ongoing part-time work agreement with the Department to vary the hours of work on any day, alter the days or number of days during a week, in which the officer previously carried out full-time work or was normally on duty, and alter any other work arrangement pursuant to clause 13, Mine Backshift Inspections, and/or subclauses (1) or (4) of clause 14, Overtime, On Call and Call Out Arrangements.

13. Mine Backshift Inspections

- (1)
 - (a) All officers whose hours of duty are prescribed in accordance with subclause (1) of clause 12, Hours of Duty, who are required to carry out an inspection of a mine, may be required to conduct 25 per cent of their total number of inspections in a calendar year, during the operation of a backshift at a mine, on any day a mine backshift is operating.
 - (b) All officers whose hours of duty are prescribed in accordance with subclause (2) of the said clause 12 may be directed, or rostered, to carry out an inspection of a mine during the operation of a mine backshift.
- (2) An officer whose hours of duty are prescribed in subclause (1) of clause 12, who carries out inspections of a mine during the operation of a mine backshift at any time outside the Department's normal business hours, will not be required to be on duty, either at a mine or at the officer's headquarters, after completing seven hours of duty on any day between 12.00 midnight Sunday and 12 midnight Friday, inclusive, unless otherwise directed by a senior officer or other person, or they are otherwise required to meet a provision of the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013*.
 - (a) The time required for the officer to carry out an inspection of a mine during the operation of a mine backshift on any Saturday, Sunday or public holiday will count as part of the officer's hours of duty performed in accordance with subclause (1) of clause 12.
 - (b) All time during which an officer is directed to carry out inspections at a mine during a backshift, in accordance with paragraphs (a) and (b) of subclause (1) of this clause, in excess of the 25 per cent of the officer's total number of inspections occurring in any calendar year, will be calculated in accordance with paragraph (ii) of subclause (2) of clause 14, Overtime, On Call and Call Out Arrangements.

14. Overtime, on Call and Call Out Arrangements

- (1) All officers assigned to, or are assigned temporarily in, Grades 2, 3 and 4 roles, other than Grade 2 Inspector (Environment), who are required to carry out inspections or investigations at mines, are required to be available to be contacted outside the Department's normal business hours to ensure that the provisions of the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act*

2013, are met, unless unavailable due to any form of approved leave, approved Departmental activity or agreed ongoing part-time work arrangement.

- (2) An officer, as described in subclause (1) of this clause, who is either directed or required by a senior officer with the delegated authority of the Department, or requested by another person with the delegated authority, to inspect mines, carry out investigations at mines or deal with any matter pursuant to the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013* other than in accordance with clause 13, Mine Backshift Inspections, will be compensated with time off in lieu provisions in accordance with subclause (3) of this clause for overtime where the officer is directed or required to work on a Saturday, Sunday, public holiday or outside the Department's normal business hours.

Overtime will be calculated from the time the officer leaves their normal place of residence, any other place where the officer has finished work on a normal working day, or place where the officer is contacted outside the Department's normal business hours, and will be calculated to the nearest quarter hour; and

- (a) overtime for an officer in accordance with the said subclause (1) will finish at the time the officer returns to their normal place of residence, or other place where the officer commenced work, outside the Department's normal business hours; or
- (b) all time during which an officer is directed to work in excess of ten hours on a normal working day, or in excess of 35 hours in a normal working week shall be calculated as overtime.
- (3) An officer may accumulate time in lieu entitlements worked in accordance with this clause and exhaust time in lieu entitlements separately or, with any period of recreation or extended leave subject to Department approval. An officer shall make every reasonable effort to exhaust accumulated leave in lieu entitlements progressively. Officers may also be directed to exhaust any accumulated entitlement at a time that is convenient to the Department.

The Department will require an officer to exhaust any outstanding leave in lieu entitlement following notice of resignation or retirement, and prior to the resignation or retirement of the officer.

- (4) The Secretary may remunerate any officer whose overtime arrangements are prescribed in subclause (2) of this clause for all, or part of, overtime worked in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced if it is mutually agreed between the officer and the Secretary. For all other purposes, other than the provisions stated in subclauses (2) and (3) of this clause, the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced will continue to apply to officers described in subclause (1) of this clause.
- (5) All officers whose hours of duty are prescribed in subclause (2) of clause 12 who are either required or directed or rostered to carry out an inspection of a mine during the operation of a mine backshift, or otherwise directed to work overtime, shall be subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 for all overtime worked, to meet the test case standards in regard to reasonable hours. All officers who elect to be compensated by time in lieu may accumulate and exhaust entitlements in accordance with subclause (3) of this clause.

15. Grading and Evaluation of Roles

Roles classified as under this award shall be graded in accordance with the accredited Job Evaluation methodology and to meet the requirements of the NSW Government Sector Capability Framework as agreed by the Secretary and the Association.

16. Department Induction Seminars

The Department will give the Association a minimum of two weeks written notice of proposed induction seminars for new officers.

The Department will allocate an agreed period of time during induction seminars for a member of the Association's Departmental Committee, or an officer of the Association, to address officers on the Association's role as an industrial organisation of employees and distribute Association membership forms and publications relating to membership benefits and services.

17. Grievance and Dispute Settling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) An officer 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.
- (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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary .
- (6) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (7) If the matter remains unresolved, the Secretary shall provide a written response to the officer 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.
- (8) An officer, at any stage, may request to be represented by the Association.
- (9) The officer or the Association on their behalf, or the Secretary may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (10) The officer, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

18. Anti-Discrimination

- (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 and age and responsibilities as a carer.
- (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.

- (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.
- (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.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

19. Area, Incidence and Duration

- (1) This Award shall apply to all the classifications as defined herein.
- (2) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules 2014*, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award; or any awards replacing these awards.
- (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 the New South Wales on 28 April 1999 (310 I.G 359) take effect on 28 October 2015.
- (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 1 - Salaries

The salaries set out below, shall apply on the first full pay period on or after 1 July 2015, in accordance with the provisions of the Crown Employees (Public Sector - Salaries 2015) Award be paid to officers assigned to the roles specified.

Classification		Common Salary Point	1.7.15 2.5% Column A Per year \$
Inspector Grade 1 - Mine Safety Officer, Inspector (Information and Analysis), Inspector (Mining), Inspector (Environment)	Level 1	50	60,998
	Level 2	57	64,967
	Level 3	63	69,025
	Level 4	69	73,195
	Level 5	75	77,448
	Level 6	80	81,404
	Level 7	92	91,485
	Level 8	102	101,290
	Level 9	112	111,639
Inspector Grade 2 Inspector (Review, Enforcement and Systems), Mine Safety Officer, Inspector (Mining) , Inspector (Environment)	Level 1	-	127,104
	Level 2	-	131,376
	Level 3	-	135,554
	Level 4	-	138,964
	Level 5	-	143,588
	Level 6	-	147,120
Inspector Grade 3 - Inspector (Management and/or Systems), Inspector (Mining), Inspector (Environment)	Level 1	-	162,174
	Level 2	-	168,181
	Level 3	-	174,744
	Level 4	-	181,217
	Level 5	-	187,691
Inspector Grade 4 - Regional Manager Grade 4, Deputy Chief Inspector Grade 4	Level 1	-	190,232
	Level 2	-	197,282

SCHEDULE 1

APPROPRIATE QUALIFICATIONS

The following qualifications apply for the purpose of employment of officers under this award, unless otherwise varied, in accordance with clause 10, Review of Qualifications, Competencies and Capabilities, or by legislation enacted by the New South Wales Parliament:

- (1) the qualifications for inspector prescribed in the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013*; or
- (2) an appropriate degree, diploma or associate diploma which is relevant to the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013*, granted by a recognised university or other tertiary institution.

- (3) the Government Sector Employment Act 2013 its Regulation and Rules.
- (4) the Capabilities as provided for in the Government Sector Capabilities Framework as outlined in a staff member's role description.

SCHEDULE 2

STATUTORY REQUIREMENTS, TERTIARY QUALIFICATIONS AND COMPETENCY-BASED TRAINING PROGRAMME

- (a) Statutory Requirements - As determined by the *Work Health and Safety Act 2011* and the *Work Health and Safety (Mines) Act 2013* and the *Government Sector Employment Act 2013* listed in Schedule 1, or in accordance with further relevant legislation as enacted by the NSW Parliament as a requirement for assignment or progression of an officer in accordance with clause 7, Assignment of Officers, subclause (1) of clause 8, Progression of Officers, or may be otherwise recognised for progression in accordance with subclause (3) of the said clause 8.
- (b) Tertiary Qualifications - Qualifications obtained at a university or tertiary institution listed in Schedule 1, or which is otherwise recognised for progression purposes in accordance with subclause (3) of clause 8.
- (c) Demonstrate the ability to undertake the Capabilities provided for in a staff member's role description as outlined in the Government Sector Capabilities Framework, listed on Schedule 1.
- (d) Competency-based Training Programme - Competency Units and Elements - The Department's training programme is designed for officers to progressively acquire competencies during their progression within a Grade with the aim to make each officer competent to progressively perform the full range of duties and responsibilities relevant to their Grade and be competent and eligible for promotion to a higher Grade, subject to subclause (1) of clause 8.

The competency-based training programme for each Grade and Level within a Grade is based on the competency units and elements in this subclause, and has been developed in accordance with clause 9, Mine Safety and Environment Committee. An officer's competency-based training programme for a year shall be included in their annual Performance Development Plan. The officer must be capable of demonstrating that they can effectively use all the competencies relevant to their Grade by the time the officer has completed 12 months' service at the last Level of each Grade. All competencies described for each Grade in this subclause are relevant to the Grade.

The competency elements and units which constitute the competency-based training programme for each Grade of Mines Inspectors (M) and Environment Inspectors (E) covered by this award, are listed as follows:

- (i) Gathering and analysing information - Grades 1, 2, 3 and 4 (M and E) - Identify, gather and analyse relevant information and draw logical conclusions.

Competency elements:

build co-operative working relationships with industry;

identify actual and potential deficiencies in site work health and safety management/environmental degradation;

accurately collate data from field observations;

prepare clear and concise written reports, which include conclusions and recommendations.

- (ii) Enforcement - Grades 1, 2, 3 and 4 (M and E) - The competencies for this element are abilities to police and utilise the legislative and statutory provisions, when required, to explain to all persons employed at a mine the employer and employee responsibilities under these provisions, and to

prosecute any employer, employee or other person at a mine whom the officer has reason to believe has committed an offence under the legislation and/or statutory provisions.

Competency elements:

detailed understanding of the Department and an officer's statutory requirements and responsibilities;

written and verbal communication skills to be able to communicate requirements and suggest solutions;

knowledge and skills to assist Department legal officers, or counsel, to prosecute a matter before a Court;

interpret legislation into "user friendly" language.

- (iii) Safety Management Systems Reviews - Grades 2, 3 and 4 (M) - Skills, knowledge and experience to conduct high level reviews of management systems for comprehensive mine safety systems. The term "review", in this instance, relates to audit, analysis, critique and correction.

Competency elements:

build and maintain co-operative working relationships with mining industry management at a senior level;

interpersonal and technical knowledge and skills to advise, guide and lead junior officers and employers and employees engaged in the mining industry;

effectively plan, anticipate and identify issues, opportunities, implications and solutions;

use personal initiative and knowledge, skills and experience to advise mine management and mine employees on implementing solutions;

can successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations for work health and safety, provide a clear and concise analysis of the findings and implement corrective strategies with mine management and employees;

successfully audit operational safety monitoring systems, provide a clear and concise analysis of the findings and implement corrective strategies;

identify, monitor and acknowledge sustained improvements in mine site safety and work practices.

- (iv) Audit and Assessment Training (Safety/Environment) - Grades 2, 3 and 4 (M and E) - Successful completion of an Audit and Assessment Course, approved by the Mine Safety and Environment Committee, conducted by an external body.

Competency elements:

satisfactory completion of a course with an emphasis on safety management systems.

- (v) Field Exercise - Grades 2 and 3 (M) - Completion of a safety management systems review, approved by the Mine Safety and Environment Committee, conducted at a mine site and assessed in accordance with Schedule 3.

Competency elements:

successfully review, assess and analyse an approved safety management system under implementation at a mine site and document corrective strategies.

- (vi) Integrated Management Systems Analysis - Grades 2, 3 and 4 (M and E) - Knowledge, experience and skill required to investigate, analyse, judge and redirect integrated management systems influencing or acted upon by industry and legislative external factors, which may include work health and safety considerations.

Competency elements:

work with industry management at a senior level;

use interpersonal and technical knowledge and skills to advise, guide and lead junior officers, mine management and employees;

effectively plan, anticipate and identify issues, opportunities, implications and solutions, use personal initiative and knowledge, skills and experience to implement solutions;

successfully assess and analyse the design, development, management, control, documentation and communication of work practices, policies, programmes, procedures, training and resourcing;

effectively review progress of projects against planned and statutory obligations covering environmental issues at mine sites, provide a clear and concise analysis of the findings and implement corrective strategies;

successfully audit operational environmental monitoring systems, provide a clear and concise analysis of the findings and assist mine management and employees to implement corrective strategies;

identify, monitor and acknowledge sustained improvements in environmental performance and mining practices;

knowledge of emergency safety procedures and operations in a mine.

- (vii) Understanding of Safety Management Systems - Grades 1 to 4 (E) - Demonstrated knowledge and understanding of the role of the Department's inspection and support services and the safety management system review process.

Competency element:

knowledge and understanding of mining work health and safety issues, how improvements are influenced and achieved by Inspectorate initiatives, and how work health and safety programmes relate to other Department programmes.

- (viii) Management Requirements Grades 3 and 4 (M and E) - An officer will be required to exhibit the knowledge, experience and skills required to successfully pursue the implementation of best practice by the mining industry in work health and safety, environmental protection and resource management.

Competency elements:

can take responsibility and be accountable for decisions;

successful promotion of the Department and enhance its credibility with stakeholders;

persuade others on major issues and encourage and manage debates with stakeholders.

effectively delegate responsibility, empower other officers and build co-operative working relationships;

experience and knowledge to actively contribute to the training and skills acquisition of junior officers, and professional development;

inspire team cohesion and maintain good morale and motivation of individual officers and teams;

communicate to junior officers and the industry the Department's direction and purpose, and the ability to sponsor and direct major initiatives;

maintain focus in reviewing progress of Department or industry initiatives;

develop, or adapt to and communicate on, changes of policy or new strategies, methods or initiatives which identify new solutions or contribute to continuous improvement in resolving mine work health and safety or environmental issues;

knowledge, experience and understanding of Department management practices and their application;

apply objective judgement in balancing potential industry gains with potential industry risks;

communication skills to liaise, communicate and negotiate with all stakeholders to achieve effective outcomes;

understanding and knowledge to apply Public Service procedures, protocols and requirements to junior officers and other stakeholders.

- (ix) Advanced Team Leadership Training (Grade 3 M and E) -

Competency element:

Officers will have attended and successfully completed an externally conducted Advanced Team Leadership Course, approved by the Mine Safety and Environment Committee.

- (x) Mine Safety Management Systems Abilities - Grade 2 (M) - Officers will have to demonstrate a high level of knowledge and understanding of the operation and function of the Department's inspection and support services and the safety management system review process, and further demonstrate knowledge and understanding in industrial safety management systems generally.

Competency elements:

high level of knowledge and understanding of mining work health and safety Issues, and how improvements can be either influenced or achieved by the Department's Inspectorate;

comprehensive knowledge and experience in industrial safety management systems;

attendance at a combination of internal and external training courses in relation to safety management systems.

- (xi) Major Project Capabilities - (Grade 3 M and E) - Skills required to design, implement, manage and successfully conclude a project which has significant impact on the mining industry, or the operations of the Department's Mine Safety and Environment Division.

Competency elements:

effectively design a complex project using technical skills and experience;

modify the project design to suit alternative suggestions without compromising the project;

accept full management responsibility for the project;

develop and maintain an efficient programme of work;

implement and maintain best practice work health and safety/environmental standards;

maintain probity and complete the project;

achieve project completion within set timeframe and budget parameters.

J. D. STANTON, Commissioner

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(1327)

SERIAL C8453

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) OPERATIONAL STAFF AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 378 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

PART A

Arrangement

PART A

Clause No.	Subject Matter
1.	Title of the Award
2.	Definitions
3.	Salaries
4.	School Based Apprentices
5.	Saving of Rights
6.	Minimum Qualification Requirements and Commencing Rates
7.	Promotional Criteria
8.	Allowances
9.	Leading Hand Allowance - Transitional Arrangements
10.	Review of Allowances Payable in Terms of this Award
11.	Hours of Work - Day Work
12.	Hours of Work - Shift Work
13.	Overtime
14.	Public Service Holiday
15.	Job Evaluation
16.	Appeals Mechanism
17.	Grievance and Dispute Settling Procedures
18.	Deduction of Union Membership Fees
19.	Anti-Discrimination
20.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

1. Title of the Award

- (i) This Award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award.

2. Definitions

- (i) "Act" means - the *Government Sector Employment Act 2013*.
- (ii) "Apprentice" means - an Apprentice assigned to a role, for the duration of their apprenticeship, in a trade covered by the Crown Employees (Skilled Trades) Award.
- (iii) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means Department of Industry, Skills and Regional Development, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (v) "Farm Assistant", "Livestock Attendant", "Senior Livestock Attendant", "Laboratory Craftsman" and "Senior Laboratory Craftsman" means - a member of staff who is assigned to a role designated as such.
- (vi) "Farm Supervisor" means - a member of staff who is assigned to a role designated as such.
- (vii) "Gardener-experienced" means - a member of staff, not being a gardener-tradesperson, as defined, who is temporarily assigned to role as gardener in the absence of or unavailability of a gardener-tradesperson and who, by experience, is capable of performing gardening work to a satisfactory level.
- (viii) "Gardener-labourer" means - a member of staff who is assigned to a role to assist a gardener or to assist generally in gardening work and may be required to carry out under the supervision of a gardener any of the work set out in the definition of "gardener-tradesperson" and includes the operation of small petrol or electricity driven hand mowers and the like.
- (ix) "Gardener-labourer 1st class" means - a garden labourer who is capable of and required from time to time to drive and/or operates motorised tractor hauled or mechanical equipment used in gardening, tree lopping, paving, kerb making, rockery building and landscaping.
- (x) "Gardener-Tradesperson" means - a member of staff who has satisfactorily completed an apprenticeship in the industry of horticulture and gardening and holds the Horticulture Certificate of NSW TAFE or a certificate of equal or higher status and is assigned to a role as a tradesperson in horticulture, gardening, green keeping, floral decoration and all phases of allied works, such as rockery building, paving, landscaping and the like. Provided that a member of staff who had been assigned to a role as a "gardener" under the Crown Employees (Operational Staff - Department of Agriculture) Award published 1 May 1998 (304 IG 750) and who through ongoing experience described, shall for the purpose of the Award be deemed to be a gardener tradesperson.
- (xii) "Handyperson" means - a member of staff who is assigned to a role designated as such and who carries out minor repairs and maintenance of farm buildings, structures and equipment.
- (xiii) "Industrial Relations Secretary" means the Secretary of the Treasury as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xiv) "Job Evaluation" means - a methodology agreed to between the parties to grade Operational Staff roles under this Award.
- (xv) "Leading Hand" means - a member of staff who is an assigned to role designated as such and who supervises a particular operation(s).
- (xvi) "Maintenance Operator" means - a member of staff who is assigned to a role designated as such and who carries out repairs and maintenance of farm buildings, structures and equipment and is assigned to a role that requires possession of a trade qualification as a condition of employment.
- (xvii) "Maintenance Supervisor" means - a member of staff who is assigned to a role of Building Supervisor that requires possession of a trade qualification as a condition of employment.

- (xviii) "Member of Staff" for the purposes of this Award, means a person employed as an employee on probation, or employee, employed in any capacity under the provisions of Part 4, Division 5 of the Act, who is classified under this Award.
- (xix) "Normal Work" normal work as defined in clause 17, Grievance and Dispute Settling Procedures is defined as the duties, responsibilities and capabilities relevant to the Role Description of a member, or members of staff at the time of a grievance, dispute or difficulty.
- (xx) "Operational Staff" means - all members of staff assigned to roles described in this clause.
- (xxi) "Prior Learning" means - recognising formal skills and experience.
- (xxii) "Public Service" means - the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xxiii) "Regulation" means - the *Government Sector Employment Regulation 2014*.
- (xxiv) "Role" means - a role to which a member of staff has been assigned.
- (xxv) "Rules" means the Government Sector Employment Rules 2014.
- (xxvi) "Salary Rates" means - the ordinary time of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xxvii) "Secretary" means the Secretary of the Department of Industry Skills and Regional Development as specified in Schedule 1 of the *Government Sector Employment Act 2013*
- (xxviii) "Service" means - continuous service for salary purposes.
- (xxix) "Supervisor-Special Grade" means - a member of staff assigned to the role of supervisor who, in the opinion of the Secretary, has special responsibilities involving supervision of another supervisor and more than one major field of activity
- (xxx) "Unions" means - The Australian Workers Union, New South Wales Branch, Australian Manufacturing Workers Union, New South Wales Branch, the Electrical Trades Union of Australia, New South Wales Branch, Communications, Electrical & Plumbing Union, Plumbing Division (NSW Branch); and the Construction, Forestry, Mining and Energy Union, New South Wales Branch.

3. Salaries

- (i) Subject to the provisions of the Act, Regulation and Rules thereunder, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates, shall be paid to members of staff assigned to roles specified.
- (ii) Existing allowances payable for passing prescribed annual technical college examinations shall continue to be paid to apprentices in accordance with the Crown Employees (Skilled Trades) Award.
- (iii) The salary rates in Part B, Monetary Rates, of this Award, are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement Award.

4. School Based Apprentices

- (i) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

- (ii) Wages

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
 - (b) For the purposes of paragraph (ii)(a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
 - (c) The wages paid for training time may be averaged over the school term or year.
 - (d) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (iii) Progression through the Wage Structure
- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (iv) Conversion from a school based apprentice to a full time apprenticeship
- Where an apprentice converts from a school based to an ongoing full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (v) Conditions of Employment
- Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

5. Saving of Rights

No member of staff employed in the Department under another Award, agreement, or determination on 27 March 1997, or thereafter, who is re-classified under this Award shall receive a salary which is less than the salary received under the member of staff's former Award, agreement or determination.

6. Minimum Qualification Requirements and Commencing Rates

- (i) The commencing rate of pay for a member of staff who is assigned to a role of Farm Assistant shall be the rate of pay prescribed for Grade 1, Step 1.
- (ii) The commencing rate of pay for a member of staff who is assigned to a role of Garden Labourer shall be the rate of pay prescribed for Grade 1, Step 1.
- (iii) The commencing rate of pay for a member of staff who is assigned to a role of Handyperson shall be the rate of pay prescribed for Grade 1, Step 3.
- (iv) The commencing rate of pay for a member of staff who is assigned to a role of Garden Labourer 1st Class shall be the rate of pay prescribed for Grade 1, Step 3.
- (v) Except as provided by subclause (iii) of clause 9 of this Award, the commencing rate of pay for a member of staff who is assigned to role of Leading Hand shall be the rate of pay prescribed for Grade 2, Step 1.
- (vi) The commencing rate of pay for a member of staff who is assigned to a role of Gardener-Experienced shall be the rate of pay prescribed for Grade 2, Step 1.

- (vii) The commencing rate of pay for a member of staff who is assigned to a role of Maintenance Operator and who possesses a trade qualification, other than plumbing or electrical, shall be the rate of pay prescribed for Grade 2, Step 2.
- viii) The commencing rate of pay for a member of staff who is assigned to role of Maintenance Operator and who possesses a plumbing trade qualification shall be the rate of pay prescribed for Grade 2, Step 3.
- (ix) The commencing rate of pay for a member who is assigned to a role of Gardener-tradesperson shall be the rate of pay prescribed for Grade 2, Step 3.
- (x) The commencing rate of pay for a member of staff who is assigned to role of Maintenance Operator and who possesses an electrical trade qualification shall be the rate of pay prescribed for Grade 3, Step 1.
- (xi) The commencing rate of pay for a member of staff who is assigned to a role of Fitter Operator shall be the rate of pay prescribed for Grade 3, Step 3 (however, this rate must not fall below the prescribed rate under the Crown Employee (General Staff - Salaries) Award 2007).
- (xii) The commencing rate of pay for a member of staff who is assigned to a role of Farm Supervisor of a B Grade Research Station shall be the rate of pay prescribed for Grade 4, Step 1.
- (xiii) The commencing rate of pay for a member of staff who is assigned to a role of Farm Supervisor of an A Grade Research Station shall be the rate of pay prescribed for Grade 5, Step 1.
- (xiv) The commencing rate of pay for a member of staff who is assigned to a role of Gardener Supervisor shall be the rate of pay prescribed for Grade 5, Step 2.
- (xv) The commencing rate of pay for a member of staff who is assigned to a role of Gardener Supervisor Special Grade shall be the rate of pay prescribed for Grade 5, Step 3.
- (xvi) The commencing rate of pay for a member of staff who is assigned to a role of Maintenance Supervisor shall be the rate of pay prescribed for Grade 6, Step 1.

7. Promotional Criteria

- (i) Promotion between grades shall be subject to the occurrence of a vacancy and by comparative assessment and demonstrating the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description.
- (ii) Movement within the incremental range of a grade shall be subject to the acquisition of relevant National Competency Points at the required Australian Qualification Framework (AQF) Level necessary to justify progression to that higher salary level. The specific progression requirements are set out in the Operational Staff Workplace Assessment and Progressional Criteria Handbook.

8. Allowances

- (i) A member of staff employed upon any chokage and who is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewerage or if the member of staff is required to work in a septic tank in operation, shall be paid an additional amount per day or part of a day as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.
- (ii) A Maintenance Supervisor or a Maintenance Operator who, as a condition of their employment, is required to possess and use a trade licence shall, in addition to the rate of pay prescribed in clause 3, Salaries, be paid any of the allowances as set out in Item 2 of Table 2 as is deemed appropriate.
- (iii) A Maintenance Supervisor, Maintenance Operator or an Apprentice who, as a condition of their employment, is required to provide their normal tools of trade shall, in addition to the rate of pay prescribed in clause 3, Salaries, be paid the allowance as set out in Item 3 of Table 2 as is deemed appropriate.

Part-time and casual employees shall be paid the hourly equivalent of the above mentioned rates respectively, calculated as follows:

$$\frac{\text{Appropriate annual allowance}}{52.17857143} \times \frac{1}{38}$$

- (iv) Any Operational Staff Grade 2 or above who retain the Leading Hand Allowance as a result of operation of the transitional arrangements prescribed by clause 9 of this Award shall, in addition to the appropriate rate of pay prescribed in clause 3, Salaries, be paid an allowance as set out in Item 4 of Table 2 - Allowances, of Part B, Monetary Rates. That allowance is to be superable and is to be regarded as salary for all purposes.
- (v) Operational Staff who are required to work a broken shift shall be paid an amount per day extra as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates.
- (vi) Operational Staff shall be paid the appropriate working dog allowance as set out in Item 6 of Table 2 - Allowances, of Part B Monetary Rates where the relevant Research Station Manager certifies that the use of staff member's working dog(s) is/are necessary for the efficient conduct of the station's operations.
- (vii) First aid
 - (a) A member of staff assigned as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such member of staff as specified in Item 7 of Table 2 - Allowances, of Part B Monetary Rates.
 - (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.
 - (c) When the First Aid Officer is absent on leave for one week or more and another qualified member of staff is selected to relieve in the First Aid Officer's role, such member of staff shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (viii) A member of staff required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or be paid the appropriate Overtime Meal Allowance as set out Item 8 of Table 2 - Allowances, of Part B Monetary Rates for such a meal and after the completion of each four hours of continuous overtime thereafter shall be paid the appropriate rate as set out in Item 8 of Table 2 - Allowances, of Part B Monetary Rates for each subsequent meal in addition to the overtime payment.
- (ix) A Maintenance Operator required to hold and act upon a First Class Refrigeration Certification issued by the appropriate Authority or equivalent current NSW certification shall be paid the rate as set out in Item 9 of Table 2 - Allowances, of Part B Monetary Rates.

9. Leading Hand Allowance - Transitional Arrangements

- (i) Any Operational Staff Grade 2 or above who receives the Leading Hand Allowance as at the date of the first advertisement of the assigned role of Leading Hand established by the former Crown Employees (Operational Staff - NSW Agriculture) Award published 15 November 2002 (337 I.G. 1) will not be financially disadvantaged in the following circumstances:
 - (a) where successful in their application for a role of Leading Hand;
 - (b) where unsuccessful in the application for a role of Leading Hand; or
 - (c) where no application is made for a role of Leading Hand.

Such member of staff shall retain their existing allowance until they retire, resign or are promoted. The Leading Hand allowance payable to such member of staff will continue to be adjusted as prescribed by clause 10, Review of Allowances. Such members of staff who are not assigned to an ongoing full time Leading Hand role, but who retain the Leading Hand

Allowance, can be called upon to perform Leading Hand duties as the need arises whilst in receipt of this allowance. In all other situations payment of the Leading Hand Allowance will cease with the assignment of Leading Hands at the respective locations.

- (ii) Trade based Operational Staff who are assigned to Leading Hand roles can be required to perform duties associated with the trade(s) they possess in addition to their Leading Hand duties.
- (iii) Any Operational Staff Grade 1 who received a Leading Hand Allowance immediately prior to being assigned to a role of Leading Hand would commence on Grade 2, Step 2 to avoid any salary reduction arising from the cessation of the Leading Hand Allowance and progress thereafter subject to the agreed competency based progression criteria.

10. Review of Allowances Payable in Terms of This Award

- (i) Adjustment of Allowances - Allowances contained in clause 8, Allowances, of this Award shall be reviewed as follows:
 - (a) The following allowances shall be reviewed in accordance with variations to the Crown Employees (Public Sector - Salaries 2015) Award or any replacement Award:
 - Chokage Allowance
 - Licence and Registration Allowances
 - Leading Hand Allowance
 - Broken Shift Allowance
 - First Aid Allowance
 - Refrigeration Allowance
 - (b) Tool Allowances shall be reviewed in accordance with variations to the Crown Employees (Skilled Trades) Award, or any replacement Award
 - (c) Overtime Meal Allowances shall be reviewed in accordance with variations to Meal Allowances prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced.
- (ii) Dog Allowances shall be adjusted on 1 January each year in line with the increases in the Consumer Price Index for Sydney during the preceding calendar year.

11. Hours of Work - Day Work

- (i) The ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a rostered work cycle:
 - (a) Except in the case of members of staff engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 6:00 am and 6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked, or a system of nine working days each fortnight between Monday and Friday, inclusive, consisting of eight days at 8.5 hours, one day at 8 hours, and one day being a rostered day off.
 - (b) The ordinary working hours of members of staff engaged in attending livestock shall be worked as a twenty day, four week cycle of five days per week during the period Monday to Saturday inclusive within nineteen working days of eight hours each between the hours of 6:00 am and

6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.

- (c) The rostered day off shall be a Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff, the rostered day off may be taken on any other day within the work cycle or accrued as an entitlement for a day off to be taken in a subsequent work cycle.

Provided further that no member of staff shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the member of staff as leisure days off, and except as provided for in this subsection, no work shall be performed by a member of staff on their rostered off day or days.

- (d) A roster of days off (provided for under this subsection) for each member of staff shall be notified to staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working days notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the Department.
- (e) Where such rostered day off prescribed by this subclause falls on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that work cycle (or the next work cycle) is agreed in writing between the Department and the member of staff.
- (f) Each day of paid leave taken and any public holidays occurring during the work cycle shall be regarded as a day worked for accrual purposes.
- (g) A member of staff who has not worked a complete work cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (h) Members of staff shall commence and cease work at their headquarters or other usual or constant location or as otherwise reasonably directed by the Department.
- (i) Members of staff shall be entitled to a meal break each day of not less than half an hour in duration provided that the said meal break shall be taken between 11:30 am and 1:30 pm at a time convenient to the Department.
- (j) A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual member of staff, at a time to be arranged by the Department without deduction from their salaries. The Department may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day in lieu of 20 minute morning tea break.

12. Hours of Work - Shift Work

- (i) The ordinary working hours for shift work shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:
- (a) The ordinary working hours for shift work shall be worked as twenty-day four-week cycle of five days per week during the period Monday to Sunday inclusive (except broken shifts) with nineteen working days of eight hours each, with 0.4 of one hour on each shift accruing as an entitlement to take one rostered shift off in each work cycle as a shift off paid for as though worked.
- (b) The rostered shift off shall be Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff the rostered shift off may be taken on any

other day within the work cycle or accrued as an entitlement for a shift off to be taken in a subsequent work cycle. Provided that no member of staff shall be entitled to accrue more than six shifts off under the terms of this subsection. All rostered shifts off shall be taken by the member of staff as a leisure day off, and except as provided for in this subsection no work shall be performed by a member of staff on their rostered off shift or shifts.

- (c) A roster of shifts off (provided for under this subsection) for each member of staff shall be notified to members of staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working shifts notice of change in roster provided that in the case of an emergency situation, forty-eight (48) hours notice of change in roster may be given by the Department.
- (d) Where such rostered shift off prescribed by this subclause falls on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, the next working day shall be taken in lieu of the rostered shift off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the member of staff.
- (e) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
- (f) A member of staff who has not worked a complete four-week cycle shall receive pro-rata accrued entitlements for each shift worked (or each fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered shift off or, in the case of termination of employment, on termination.
- (g) Shift workers shall be allowed a meal break of at least twenty minutes which shall be counted as time worked at a time convenient to the Department.

(ii) Shift Allowances

Shift workers shall be paid the following shift allowances:

Shift	Commencing Time	Allowance in Addition to Ordinary Rate
Day	at or after 6am	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%

Provided that shift allowances shall not be paid in respect of work done at weekends or on public holidays.

(iii) Penalty Rates

Shift workers shall be paid the following rates in respect of work done at weekends or on public holidays.

(a) Weekends

The rate payable to shift workers for work done between midnight Friday and midnight Saturday shall be ordinary time and a half. The rate payable to shift workers for work done between midnight Saturday and midnight Sunday shall be ordinary time and three quarters.

(b) Public Holidays

The rate payable to shift workers for work done on a public holiday shall be double time and a half.

- (iv) Members of staff, other than Operational Staff involved in Dairy Operations, shall not be required to work shift work without the prior agreement of the Association or the appropriate Union.

13. Overtime

- (i) For the purposes of this Award, the Secretary or a person authorised by the Secretary, may require a member of staff to perform duty beyond the hours determined under clause 11 Hours of Work - Day Work and clause 12 Hours of Work - Shift Work of this Award, but only if it is not unreasonable for the member of staff to be required to do so. A member of staff may refuse to work overtime in circumstances where the working of such overtime would result in the member of staff working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the member of staff's prior commitments outside the workplace, particularly the member of staff's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to member of staff health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Secretary regarding the working of the overtime, and by the member of staff of their intentions to refuse overtime; or
 - (e) any other relevant matter.
- (ii) Except as hereinafter provided, overtime at the rate of time and one half for the first two hours and double time thereafter shall be paid for all time worked:
- (a) in excess of the daily number of rostered hours in one day; or
 - (b) outside the limits of clauses 11 and 12, Hours of Work.
- (iii) Except as provided for in clause 12, all work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. A member of staff required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- (iv) In calculating overtime rates, the allowances referred to in clause 12 of the Award shall be disregarded.
- (v) A member of staff recalled to work overtime after 6:00 pm on any day other than a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the appropriate overtime rate. On each recall the member of staff may be required to work 4 hours.
- (vi) A member of staff who works so much overtime-
- (a) between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the member of staff has not had at least ten consecutive hours off duty between these times;
 - (b) or on Saturdays, Sundays and Holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift, shall, subject to this subclause, be released after completion of such overtime until the member of staff has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that, if on the instructions of the Department, such a member of staff resumes, or continues to work, without having had such ten consecutive hours off duty the member of staff shall be paid at double rates until released from duty for the ten hour period and shall then be

entitled to be absent until the member of staff has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked-
- (1) For the purpose of changing shift rosters, or
 - (2) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker, or
 - (3) Where a shift is worked by arrangement between the members of staff themselves.
- (vii) A member of staff who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- (viii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1pm which meal break shall be taken without loss of pay.
- (ix) Saturday Work - Day Workers All ordinary time worked on Saturdays in accordance with paragraph (i)(b) of clause 11, Hours of Work - Day Work of this Award shall be paid for at the rate of time and a half.
- (x) Leave in Lieu of Payment A member of staff approved to work overtime may, within two working days following such work, elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime in this Award i.e., such leave in lieu shall accrue at the equivalent computed overtime rate.

Provided that:

- (a) Where the member of staff elects to receive leave in lieu of payment such leave in lieu shall be taken at the convenience of the Department.
 - (b) Such leave in lieu shall be taken in multiples of quarter day only.
 - (c) Subject to the convenience of the Department, leave in lieu shall be taken within three months of the date accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case a member of staff may elect to have such leave in lieu added to annual leave credits.
 - (d) A member of staff shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.
- (xi) Wherever practicable, overtime at each Station/Centre/Institute will be equitably shared between members of staff on the classification required to work such overtime.

14. Public Service Holiday

- (i) The Public Service Holiday as prescribed by Clause 12(C) the *Government Sector Employment Regulation 2014* shall be a Public Service Holiday/Union Picnic Day for Operational Staff covered by this Award and shall be in lieu of any other Picnic Day.
- (ii) All Operational Staff shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in clause 3, Salaries, of this Award. Any member of staff required to work on such day shall be paid at the

rate of double time and a half for not less than four hours' work. Provided that a member of staff who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

15. Job Evaluation

- (i) Roles classified as Operational Staff shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Industrial Relations Secretary and Associations/Unions, or any other methodology agreed between the parties during the operation of this Award to grade Operational Staff roles.
- (ii) The grading of Operational Staff roles shall be carried out in consultation between the Department and Associations/Unions using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Roles will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a role is significantly changed, or a new role is created.
 - (b) where a role falls vacant, the Department can determine whether it is necessary to evaluate and grade the role prior to advertising the vacancy.
 - (c) at the request of any party to this Award provided that the role assigned to a member of staff has not been evaluated and graded for a minimum of twelve (12) months.
- (iv) Where a member of staff's role is evaluated as falling within a lower or higher grading than that to which the member of staff is presently assigned, then the Department:
 - (a) will examine the feasibility of initiating work redesign changes to the role in order to seek to justify the role's salary range at its existing grading level, or;
 - (b) adhere to existing statutory and related Public Service policies on filling regraded roles if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

16. Appeals Mechanism

- (i) A member of staff shall have the right to appeal any decision made by the Department in relation to their progression within the grade.
- (ii) Members of staff shall submit a written submission outlining their case to the Director, Industrial Relations within 28 days of the decision being appealed.
- (iii) The Director, Industrial Relations shall constitute an appeals committee made up of one Management representative (who shall not be the appellant's immediate supervisor), one relevant Association/Union representative and one peer that is acceptable to both Management and the Association/Union.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Secretary or nominee for decision.
- (v) The decision of the Secretary or nominee shall be forwarded to the member of staff concerned within 7 working days of the appeal being heard.

17. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.

- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (iv) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the member of staff may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (vi) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Secretary shall provide a written response to the member of staff 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 member of staff, at any stage, may request to be represented by the Association/Union.
- (ix) The member of staff or the Association/Union on their behalf, or the Secretary may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association/Union, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

18. Deduction of Union Membership Fees

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

- (v) Unless other arrangements are agreed to by the employer and the union/association, all union/association membership fees shall be deducted on a fortnightly basis.
- (vi) Where a member of staff has already authorised the deduction of union/association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the member of staff to make a fresh authorisation in order for such deductions to continue.

19. 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."

20. Area, Incidence and Duration

- (i) This Award shall apply to Operational Staff described in clause 2, Definitions of this Award, in the Department of Industry, Skills and Regional Development.
- (ii) The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules*, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any Awards replacing these Awards.

- (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 Commissioner of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 October 2015.
- (iv) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1 July 2015 with the exception of the Dog Allowances as shown in item 6, Table 2, is adjusted on 1 January each year in line with the increases in the Consumer Price Index for Sydney during the preceding calendar year.

(A) Full time (Annual Rate)		Common Salary Point	1.07.15 Per Annum 2.50% \$
Junior	Under 17	-	33,151
	at 17 years	-	40,254
Grade 1	Step 1	-	47,355
	Step 2	26	49,106
	Step 3	29	50,433
	Step 4	33	52,185
Grade 2	Step 1	36	53,642
	Step 2	39	55,169
	Step 3	43	57,253
	Step 4	46	58,687
Grade 3	Step 1	46	58,687
	Step 2	50	60,998
	Step 3	53	62,627
Grade 4	Step 1	56	64,399
	Step 2	60	66,909
	Step 3	63	69,025
Grade 5	Step 1	63	69,025
	Step 2	66	71,112
	Step 3	70	73,918
Grade 6	Step 1	73	76,071
	Step 2	76	78,301
	Step 3	80	81,404
(B) Apprentices Full-time (Weekly Rate)			Per Week \$
Year 1		-	474.10
Year 2		-	625.80
Year 3		-	797.25
Year 4		-	905.90

Table 2 - Allowances

Item No.	Clause No.	Brief Description	1.7.2015 Amount 2.50% \$
1	8 (i)	Chokage Allowance per day or part thereof	8.86
2	8 (ii)	Maintenance Operator - Licence & Registration Allowances Electricians Licence A Grade B Grade Registration Allowance (a) Plumber's Licence (b) Gasfitter's Licence (c) Drainer's Licence (d) Plumber's/Gasfitter's Licence (e) Gasfitter's/Drainer's Licence (f) Plumber's/Drainer's Licence (g) Plumber's/Gasfitter's/Drainer's Licence	Per annum 2,466 1,326 1,856 2,438 2,438 2,103 3,253 3,253 3,253 4,490
3	8 (iii)	Maintenance Operator & Apprentice Tool Allowances Carpenter Electrician Plumber Motor Mechanic Fitter & Turner Welder	Per week 30.40 18.99 30.40 30.40 30.40 30.40
4	8 (iv)	Leading Hand Allowance Per Annum	2,150
5	8 (v)	Broken Shift Allowance Per Day	13.69
6	8 (vi)	Dog Allowance Not Found - 1 Dog* Per Week Dog Allowance Not Found - 2 Dogs* Per week Dog Allowance - 1 Dog Per week Dog Allowance - 2 Dogs Per week	3.62 7.22 10.41 20.82
7	8 (vii)	Occupational First Aid Allowance Per week First Aid Allowance Per week	24.33 16.33
8	8 (viii)	Overtime Meal Allowance First Meal Subsequent Meals	28.80 28.80
9	8 (ix)	Refrigeration Allowance Per Annum	650.98

* Where dog is fed meat supplied by the Department

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1257)

SERIAL C8454

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) PROFESSIONAL OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 739 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title of the Award
2.	Definitions
3.	Salaries
4.	Savings of Rights
5.	Progression Criteria
6.	Appeals Mechanism
7.	Minimum Qualification Requirements and Commencing Rates
8.	Allowances
9.	Job Evaluation
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Deduction of Union Membership Fees
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. Title of the Award

This Award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award.

2. Definitions

- (i) "Act" means the *Government Sector Employment Act 2013*.
- (ii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales or the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) to be known as Professionals Australia.

- (iii) "Department" means the Department of Industry, Skills and Regional Development, as specified in Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.
- (iv) "Industrial Relations Secretary" means the Secretary of the Treasury , as established under the *Government Sector Employment Act 2013*.
- (v) "Job Evaluation" means a methodology agreed between the parties to grade Professional Officer roles under this Award.
- (vi) "Member of Staff" for the purposes of this Award, means a person employed as an employee on probation, or employee, employed in any capacity under the provisions of Part 4 Division 5 of the Act, who are classified under this Award.
- (vii) "Normal Work" as defined in clause 10, Grievance and Dispute Settling Procedures, is defined as the duties, responsibilities and capabilities relevant to the Role Description, of a member or members of staff, at the time of a grievance, dispute or difficulty.
- (viii) "Professional Officer" means and includes all members of staff employed under the provisions of the Act, who at or after the date of this Award, are assigned to a role of, and were classified as, a Professional Officer under this Award, and who meet the minimum qualification requirements pursuant to clause 7, Minimum Qualification Requirements and Commencing Rates.
- (ix) "Public Service" means the Public Service as defined in Part 4 of the *Government Sector Employment Act 2013* .
- (x) "Regulation" means the *Government Sector Employment Regulation 2014* , as amended.
- (xi) "Role" means a role assigned to an employee as dealt with in Part 4 Division 5 of the *Government Sector Employment Act 2013*.
- (xii) "Rules" means the *Government Sector Employment Regulation 2014*.
- (xiii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.
- (xiv) "Secretary " means the Secretary of the Department of Industry, Skills and Regional Development.
- (xv) "Service" means continuous service for salary purposes.

3. Salaries

Subject to the provisions of the Crown Employees (Public Sector – Salaries 2015) Award the rates of salary shall be paid to employees assigned to roles specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

4. Savings of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

- (i) A member of staff who has been in receipt of the maximum salary prescribed for their Grade for 12 months shall be eligible to progress to the next Grade, up to Grade 4, subject to satisfying the progression criteria, other than Research Station Managers.
- (ii) Research Station Managers can be graded at level 3, 4 or 5 of the Professional Officers' scale. Research Station Managers shall commence at the minimum rate of the grade applicable to the role assigned and

will only be filled by comparative assessment and demonstrating the ability to undertake the capabilities outlined in the Government Sector Capabilities Framework and the existence of a vacancy.

- (iii) Single graded roles above Grade 4 will only be filled by comparative assessment and demonstrating the ability to undertake the capabilities outlined in the Government Sector Capabilities Framework and the existence of a vacancy.

6. Appeals Mechanism

- (i) A member of staff shall have the right to appeal a decision made by the Department in relation to progression between Grade 1 and Grade 4.
- (ii) A member of staff who wishes to appeal against a decision refusing progression between grades, pursuant to subclause (i) of clause 5, Progression Criteria must submit a written submission outlining their case to the Director Industrial Relations within twenty eight (28) days of being advised of the decision.
- (iii) The Director Industrial Relations shall constitute an appeals panel consisting of one (1) Management representative, one (1) Association representative, and one (1) peer acceptable to the Department and Association.
- (iv) The appeals panel shall meet within twenty-eight (28) days of an appeal being lodged by a member of staff. The appeals panel shall forward their written recommendation on hearing the appeal to the Secretary, or delegated member of staff, for approval.
- (v) The Secretary, or delegated member of staff, shall advise the member of staff who has lodged the appeal of their decision on the appeal within seven (7) days of the appeal being heard.
- (vi) This appeals procedure does not cover matters dealt with by Clause 24 of the Rule.

7. Minimum Qualification Requirements and Commencing Rates

The qualifications described in subclauses (i) to (v) of this clause describe the minimum tertiary qualifications required for classification as a Professional Officer. In addition to minimum tertiary qualifications, all Professional Officers must demonstrate the ability to undertake the capabilities outlined in the Government Sector Capability Framework relevant to the relevant role and grade.

- (i) The commencing rate of salary payable to a member of staff who has obtained a degree, or equivalent qualifications, at a recognised University or tertiary institution, requiring a minimum of three years full time study, or other qualifications deemed by the Department to be the equivalent thereof shall be the rate prescribed for the first year of service at Grade 1.
- (ii) The commencing rate of salary payable to a member of staff who has in addition to the qualifications specified in subclause (i) of this clause, has completed an additional course study to qualify for degree honours, or has obtained a degree and additional qualifications at a recognised University, and/or tertiary institution, requiring a minimum of four years full time study, or qualifications deemed by the Department to be equivalent thereof, shall not be less than the rate prescribed for Grade 1 Year 2.
- (iii) The commencing rate of salary payable to a member of staff who has obtained a relevant post-graduate degree at a recognised University, or other qualifications deemed by the Department to be the equivalent thereof, shall not be less than the rate prescribed for Grade 1 Year 3.
- (iv) The commencing rate of salary payable to a member of staff who has obtained a degree in Veterinary Science which is registrable in NSW shall not be less than the rate prescribed for Grade 1 Year 4.
- (v) Assignment to either a Grade 8 or 9 role, is not dependent on degree, or post-graduate degree qualifications. For consideration for assignment to a vacant Grade 8 or 9 role, the member of staff who applies for a vacant role at either Grade will have been assessed to hold generic competencies comparable to Levels 7 or 8, of the Australian Qualification Framework (AQF), accredited by the

National Training Authority, or to have been assessed as holding generic competencies for Levels 7 and 8 (ASF) which may be developed for National Competency Standards - Public Administration, during the operation of this Award.

8. Allowances

- (i) A member of staff who is assigned to a role in Charge of a Veterinary Laboratory shall be paid an allowance of an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be calculated as part of the members of staff's salary for all purposes.
- (ii) Members of staff assigned to a role in Charge of a Veterinary Laboratory shall be assigned for a period of up to two (2) years, with all future assignments to this role being determined by merit selection following internal advertisement through the relevant Veterinary Laboratory.
- (iii) The allowance referred to in subclause (i) of this clause shall be subject to all adjustments made in relation to Allowances included in the Crown Employees (Public Sector - Salaries 2015) Award, or any other subsequent Award(s) establishing allowances in the public service.

9. Job Evaluation

- (i) Roles classified as Professional Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, the Industrial Relations Secretary and Associations, or any other methodology agreed between the parties during the operation of this Award to grade Professional Officer roles.
- (ii) The grading of Professional Officers roles shall be carried out in consultation between the Department and Associations using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Roles will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a role is significantly changed, or a new role is created;
 - (b) where a role falls vacant, the Department can determine whether it is necessary to evaluate and grade the role prior to advertising the vacancy; and
 - (c) at the request of any party to this Award provided that the role occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.
- (iv) Where a member of staff's role is evaluated as falling within a lower or higher grading than that to which the member of staff is presently assigned, then the Department:
 - (a) will examine the feasibility of initiating work redesign changes to the role in order to seek to justify the role's salary range at its existing grading level, or;
 - (b) adhere to existing statutory and related Public Service policies on filling regraded roles if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

10. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (iv) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the member of staff may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (vi) The Secretary may refer the matter to the Secretary for consideration.
- (vii) If the matter remains unresolved, the Secretary shall provide a written response to the member of staff 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 member of staff, at any stage, may request to be represented by the Association/Union.
- (ix) The member of staff or the Association/Union on their behalf, or the Secretary may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association/Union, Department and the Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

11. 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 the obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (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 legislation referred to in this clause.
 - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

12. Deduction of Union Membership Fees

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

13. Area, Incidence and Duration

The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules 2014*, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any replacement Awards.

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 28 October 2015.

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

PART B
MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first pay period to commence on or after 1.07.2015

(A) Full Time		1.7.2015 Annual Rate 2.50% \$	Common Salary Points
Grade 1	Year 1	58,687	46
	Year 2	60,998	50
	Year 3	64,399	56
	Year 4	69,696	64
	Year 5	73,918	70
	Year 6	78,301	76
Grade 2	Year 1	82,135	81
	Year 2	84,570	84
	Year 3	87,147	87
	Year 4	90,646	91
Grade 3	Year 1	94,423	95
	Year 2	97,426	98
	Year 3	99,367	100
	Year 4	102,223	103
Grade 4	Year 1	106,307	107
	Year 2	109,490	110
	Year 3	112,713	113
Grade 5	Year 1	116,042	116
	Year 2	118,359	118
Grade 6	Year 1	122,002	121
	Year 2	125,773	124
Grade 7	Year 1	129,886	127
	Year 2	134,202	130
Grade 8	Year 1	140,757	132
	Year 2	147,850	133
Grade 9	Year 1	155,332	134
	Year 2	163,193	135

(B) Part-Time Hourly Rate Formulae

$$\frac{\text{Annual Salary}}{52.17857143 \times 35} \times 1 = \text{1 hours pay}$$

Table 2 - Other Rates and Allowances

Effective from the beginning of the first pay period to commence on or after 1.07.2015

Item No	Clause No	Brief Description	1.7.2015 Amount 2.50% \$
1	8(i)	OIC Veterinary Laboratory	6,926 per annum

J. D. STANTON, Commissioner

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(055)

SERIAL C8456

CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY, SKILLS AND REGIONAL DEVELOPMENT) REGULATORY OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 740 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Saving of Rights
5.	Progression Criteria
6.	Hours of Work
7.	Allowances
8.	Penalty Payments for Shift Work and Weekend Work
9.	Overtime
10.	Relieving Duties at Stock Inspection Crossings
11.	Job Evaluation
12.	Anti-Discrimination
13.	Deduction of Union Membership Fees
14.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award.

2. Definitions

- (i) "Act" means the *Government Sector Employment Act 2013*.
- (ii) "AQIS" refers to the Australian Quarantine Inspection Service.
- (iii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.

- (iv) "Department" means the Department of Industry, Skills and Regional Development, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (v) "Secretary" means the Secretary, Department of Industry, Skills and Regional Development, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (vi) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment and Act 2013*.
- (vii) "Job Evaluation" means an agreed methodology within the NSW Public Sector to grade roles under this Award.
- (viii) "Member of Staff" for the purposes of this Award, means a person employed as an employee on probation, or an employee, employed in any capacity under the provisions of Part 4 Division 5 of the Act.
- (ix) "Normal Work" is defined as the duties, responsibilities and capabilities to the role description, of a member, or members, of staff, at the time of a grievance, dispute or difficulty.
- (x) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xi) "Role" means a role as dealt with in Section 9 of the *Government Sector Employment Act 2013*.
- (xii) "Regulation" means the *Government Sector Employment Regulation 2014*.
- (xiii) "Rules" means the *Government Sector Employment Rules 2014*.
- (xiv) "Regulatory Officer" means and includes all members of staff employed as ongoing, ongoing part time, temporary or casual employed under the provisions of the Act, who at or after the date this Award are assigned to a role of, and were classified as a Regulatory Officer under this Award.
- (xv) "Regulatory Officer Grade 1" means a member of staff whose duties are of single or dual function/discipline in nature and the role is designated as such by job evaluation.
- (xvi) "Regulatory Officer Grade 2" means a member of staff whose duties are of multi functional or multi disciplinary, and may include the supervision of more than one Grade 1 Regulatory Officer in a field operation and is a role. (xvii) "Regulatory Officer Grade 3" means a member of staff who has a multi functional or multi disciplinary roles including the preparation of legal briefs for prosecutions, and/or assistance with the supervision of a section of an operation and is a role.
- (xviii) "Regulatory Officer Grade 4" means a member of staff who performs the role of a Grade 4 Regulatory Officer whilst being designated as a functional or disciplinary specialist, or supervises a particular section of an operation and is a role.
- (xix) "Regulatory Officer Grade 5" means a member of staff whose role includes management of teams or staff over a geographic area or operational unit and is a role designated as such by job evaluation.
- (xx) "Regulatory Officer Grade 6" means a member of staff whose responsibility is State or Program based and is a role.
- (xxi) "Regulatory Officer Grade 7" single graded management or specialised role.
- (xxii) "Regulatory Officer Grade 8" single graded management or specialised role.
- (xxiii) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.

(xxiv) "Service" means continuous service for salary purposes.

3. Salaries

Subject to the provisions of the Crown Employees (Public Sector – Salaries 2015) Award, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates shall be paid to members of staff assigned to roles at grades specified.

4. Saving of Rights

At the time of making of this Award, no member of staff covered by this Award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

5. Progression Criteria

A Regulatory member of staff who has been in receipt of the 1st Year of Grade 3 for a minimum twelve months shall be eligible for progression to Grade 3, Year 2 subject to the ability to undertake the relevant capabilities outlined in the Government Sector Capabilities Framework as stated in their role description and successful completion of any Agricultural Regulatory Officers Training Program approved by the Secretary. Training programs shall be developed in consultation with the parties to this award.

6. Hours of Work

- (a) Regulatory Officers other than those involved in Stock Inspection -
- (i) Members of staff, at departmental convenience, will work rostered standard hours or flexible hours of duty in accordance with the Departments Flexible Working Hours Agreement.
 - (ii) The ordinary working hours for Regulatory Officers, who are engaged on rostered hours will be 35 hours per week, 7 hours per day, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm. Rosters once set shall not be altered except with 7 days notice or by mutual agreement between the parties or in the event of an emergency.
 - (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
 - (iv) Members of staff can not be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
 - (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.
- (b) Regulatory Officers - Stock Inspection
- (i) Except as provided in paragraph (ii) of this subclause the ordinary hours of work of a Regulatory Officer involved in Stock Inspection shall not exceed seventy-six hours per fortnight to be worked in each instance from Monday to Friday, inclusive.
 - (ii) The ordinary hours of a Regulatory Officer involved in Stock Inspection located at a crossing shall not exceed seventy-six hours per fortnight to be worked in not more than any ten days of the fortnightly period.

Provided that:

- (a) The number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, while working at a one, two or four-person crossing is to be determined in accordance with the following table:

(A) No. of Hours Credited for Each 24 Hours At a One-Person Crossing	(B) No. of Hours Credited for Each 24 Hours At a Two-Person Crossing
8 hours	16 hours

The hours to be credited for a Regulatory Officer involved in Stock Inspection working on a four-person crossing shall be on the basis of one hour's credit for one hour actually worked.

- (b) The balance of hours between time required to be spent at one and two-person crossings for each twenty-four hours and hours to be credited as actually worked in accordance with the above formula is stand-by time, and is compensated by the allowance prescribed in subclause (i) of clause 7, Allowances.
- (c) Where the number of ordinary hours required at a one or two-person crossing is less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this subclause.
- (d) Regulatory Officers - 38 hours per week - Animal Health Inspection
- (i) Members of staff employed in the classification of Animal Health Inspection, at departmental convenience, will work rostered or flexible hours of duty.
- (ii) The ordinary working hours for Regulatory Officers employed in the classification of Animal Health Inspection, who are engaged on rostered hours, will be 38 hours per week, Monday to Friday inclusive, between the spread of hours 6.00 am to 6.00 pm.
- (iii) The spread of hours of work for members of staff working part-time will be the same as those prescribed for full-time members of staff performing similar duties of the same classification and grading.
- (iv) Members of staff cannot be required to work more than 5 hours in one continuous period without an unpaid meal break of at least 30 minutes.
- (v) Part-time members of staff shall have set hours which shall include the days of the week, the quantum of hours and the starting and finishing times to be worked within the spread of hours. The hours shall not be changed unless 7 days notice is given or by mutual agreement between the Department and the member of staff, or in the event of an emergency.

7. Allowances

- (i) Any Regulatory Officer involved in Stock Inspection who is rostered for duty over seven (7) days of the week and whose hours are prescribed by paragraph (ii) of subclause (b) of clause 6, Hours of Work, shall also be paid an allowance equivalent to 15 per cent of salary for all incidents associated with shift work, stand-by time, work carried out during stand-by time and weekend duty. That allowance is to be deemed as salary for all purposes except in respect of the following:
- (a) Calculation of overtime rates in accordance with clause 9, Overtime; and

- (b) Payment of an annual leave loading.
- (ii) A Regulatory Officer involved in stock inspection on a one-person crossing who is required to provide relief and whose hours of duty are as prescribed in paragraph 2 of subclause (b) of clause 6, Hours of Work, shall be paid a relief allowance per annum as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B - Monetary Rates. That allowance is for relief provided at the crossing whilst the officer is on patrol. The allowance in respect of a crossing shall be the amount per annum as set out in Item 2 of the said Table 2. That allowance relates to after hours telephone use by the employee and/or spouse.

These allowances will be adjusted in accordance with any variations applied commensurate with this Award.

- (iii) A Regulatory Officer who is required by the Department to provide forage and equipment to fulfil their duties shall be paid an allowance at the rates and conditions as determined by the Secretary.
- (iv) A Regulatory Officer who is required to tow their own registered horse float on official business, whether by Departmental vehicle or by their private vehicle, shall be paid an allowance as determined by the Secretary.

8. Penalty Payments for Shift Work and Weekend Work

In addition to the salary rates prescribed by this Award, employees authorised by the Department to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:

- (i)
 - (a) On afternoon shift, commencing at or after 10am and before 1pm at the rate of 10 per cent extra.
 - (b) On afternoon shift, commencing at or after 1pm and before 4pm at the rate of 12½ per cent extra.
 - (c) On night shift, commencing at or after 4pm and before 4am at the rate of 15 per cent extra.
 - (d) Early morning shift, commencing at or after 4am and before 6am at the rate of 10 per cent extra.
- (ii)
 - (a) Between midnight Friday and midnight Saturday at the rate of half time extra.
 - (b) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra; provided that the weekend rates in this subclause shall be substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.
- (iii) Between midnight to the following midnight on a public holiday - at the rate of time and one-half extra in substitution for and not cumulative upon the shift premiums prescribed in subclauses (i) and (ii) of this clause.

9. Overtime

- (i) A staff member may be directed by the Secretary 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 shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff members family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to staff member health and safety;

- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or
 - (e) any other relevant matter.
- (ii) Except for Regulatory Officers who work a 38 hour week, overtime conditions for all other regulatory staff will be in accordance with the conditions laid down in the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced..
- (iii) When members of staff who are working part-time are required to work longer on any day than their usual part-time hours, payment shall be as follows:-
- (a) for the time in excess of the person's usual hours and up to the normal full time hours for the classification, payment shall be at the ordinary hourly rate plus a loading of 4/48ths in lieu of recreation leave.
 - (b) for the time worked beyond the full time starting and finishing times for the classification, payment shall be in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced..
- (iv) Except in respect of Regulatory officers involved in Stock Inspection, a Regulatory Officer shall be entitled to make a claim on the Department for non-directed out of hours work where it can be shown that the performance of this work was in accordance with the efficient and effective performance of official duties. Non-directed out of hours work can only be claimed on an hour for hour basis for work performed outside the employee's spread of ordinary hours (8.30 am - 4.30 pm Monday - Friday). A maximum of leave in lieu of 10 hours per month can be claimed for work performed by a Regulatory Officer at his/her office.
- (v) The following overtime conditions apply to Regulatory Officers who work a 38 hour week:
- Except for 0.4 of an hour for each day worked which contributes towards one paid rostered day off in each twenty working day cycle, any time directed to be worked by a Regulatory Officer involved in Stock Inspection.
- (a) In excess of seventy-six rostered hours per fortnight, Monday to Friday, or on Saturday shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter.
 - (b) In excess of 76 rostered hours per fortnight by a Regulatory Officer involved in Stock Inspection on a Sunday shall be overtime and paid for at the rate of double time.
 - (c) Where the excess of fortnightly hours is due to hours credited pursuant to clause 10, Relieving Duties at Stock Inspection Crossings, of this Award, in respect of relief of Regulatory Officers involved in Stock Inspection at a one, two or four-person crossing on a Saturday, Sunday or Public Holiday, hours so credited shall be paid for at ordinary rates.
 - (d) Except where the time is worked by arrangement with another employee and with the concurrence of the supervisor -
 - (i) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off, Monday to Saturday, inclusive, shall be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter;

- (ii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Sunday shall be overtime and paid for at the rate of double time.
- (iii) any time directed to be worked by a Regulatory Officer involved in stock inspection on a rostered day off which falls on a Public Holiday shall be overtime and paid for at the rate of double time and a half.
- (e) Except as provided in paragraph (d) of this subclause, any time directed to be worked by a Regulatory Officer involved in stock inspection on a public holiday in excess of the employees rostered seventy-six hours per fortnight, shall be overtime and paid for at the rate of double time and a half.
- (f) Except as provided for in subclause (a) of clause 10, Relieving Duties At Stock Inspection Crossings, of this Award, an employee may elect to be granted time off rather than claim payment for overtime directed to be worked. Leave in lieu of payment shall be taken at the convenience of the Department and is to be taken within three months of the date of the election in accordance with the following:
 - (a) One days leave in lieu of time worked for three or more hours;
 - (b) Half a days leave in lieu of time worked up to three hours.
- (g) An employee who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three hours' work at the appropriate rate prescribed by this Award.
- (h) An employee who works so much overtime -

between the termination of his/her ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the employee has not had at least eight consecutive hours off duty between these times, shall, subject to this subclause, be released after completion of such overtime until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence and be credited for such time.

Provided that if, on the instructions of the supervisor, such an employee resumes or continues, to work without having had eight (8) consecutive hours off duty, the employee shall be paid at overtime rates until released from duty for such period and shall then be entitled to be absent until the employee has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Relieving Duties at Stock Inspection Crossings

Where a Regulatory Officer involved in Stock Inspection, not in receipt of the 15% allowance prescribed in subclause (i) of clause 7, Allowances, is required to relieve another Regulatory Officer on a one, two, or four-person crossing, the periods of relieving duty performed by him/her shall be credited as part of the ordinary hours worked by him/her or in accordance with the following:

(A)	(B)	(C)	(D)
Period of Duty	No. of Hours Credited for each 24 Hour Shift at One-person Crossing	No. of Hours Credited for Each 24 Hour Shift at Two- person Crossing	No. of Hours Credited for each 8-Hour Shift on a Four- person Crossing
Each 24 Hour Day from Midnight Sunday to Midnight Friday	8	16	8
Saturday (24 Hours)	15	30	Overtime as per Clause 10

Sunday (24 Hours)	16	32	Overtime as per Clause 10
Public Holidays (24 Hours)	20	40	Overtime as per Clause 10

Where the period of relief is respectively less than twenty-four hours, the number of ordinary hours to be credited as hours actually worked by a Regulatory Officer involved in Stock Inspection shall be proportionate to the respective formulae contained in this clause.

Provided that, except in respect of overtime payments, and where a Regulatory Officer involved in stock inspection whose hours of duty are as prescribed in paragraph (i) of subclause (b) of clause 6, Hours of Work, and who is required to relieve another Regulatory Officer involved in stock inspection at a one or two-person crossing for a minimum period of eight hours, shall be credited with a minimum of eight hours duty for that shift.

Provided that -

- (a) Where a Regulatory Officer involved in Stock Inspection is required to relieve on Saturday, Sunday or Public Holiday, the employee may elect to take time in lieu for all or part of the time credited as part of the ordinary hours worked on an hour-for-hour basis, up to a maximum of eight hours.
- (b) A Regulatory Officer involved in Stock Inspection who is required to relieve a Regulatory Officer as per this paragraph and who is not in receipt of the entitlements prescribed by subclause (i) of clause 7, Allowances and clause 87.7 and 87.8, Shift Work of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced shall be paid the monetary equivalent of a proportionate amount of the allowance and leave respectively specified in subclause (i) of clause 7 and subclause 88(g) or 88(h), calculated on the hours worked.

11. Job Evaluation

- (i) Roles classified as Regulatory Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Director General and Association.
- (ii) The grading of Regulatory Officers roles shall be carried out in consultation between the Department and the Association using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Roles will be evaluated and graded from time to time in the following circumstances:
 - (a) where the nature of a role is significantly changed, or a new role is created;
 - (b) where a role falls vacant, the Department can determine whether it is necessary to evaluate and grade the role prior to advertising the vacancy;
 - (c) at the request of any party to this Award provided that the role occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.

Where a member of staff's role is evaluated as falling within a lower or higher grading than that to which the member of staff is presently assigned, then the Department:

- (A) will examine the feasibility of initiating work redesign changes to the role in order to seek to justify the role's salary range at its existing grading level, or;
- (B) adhere to existing statutory and related Public Service policies on filling regraded roles if initiating action under paragraph (A) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

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

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

13. Deduction of Union Membership Fees

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

- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

14. Area, Incidence and Duration

The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2015) Award* or any Awards replacing these Awards.

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 28 October 2015.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Effective from the beginning of the full first pay period to commence on or after 1.07.2015

(A) Full Time

Regulatory Officer		1.7.2015 Annual Salary 2.50% \$	Common Salary Points
Grade 1	Year 1	50,433	29
	Year 2	52,185	33
	Year 3	54,155	37
Grade 2	Year 1	56,691	42
	Year 2	60,998	50
	Year 3	64,399	56
Grade 3	Year 1	68,223	62
	Year 2	73,918	70
	Year 3	76,675	74
Grade 4	Year 1	79,891	78
	Year 2	82,135	81
Grade 5	Year 1	85,455	85
	Year 2	88,015	88
Grade 6	Year 1	94,423	95
	Year 2	97,426	98
Grade 7	Year 1	99,367	100
	Year 2	102,223	103

Grade 8	Year 1	106,307	107
	Year 2	109,490	110
	Year 3	112,713	113

(B) Part-Time Hourly Rate Formulae - for staff other than those involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{35} = 1 \text{ hours pay}$$

(C) Part-Time Hourly Rate Formulae - for Staff involved in Stock Inspection.

$$\frac{\text{Annual Salary}}{52.17857143} \times \frac{1}{38} = 1 \text{ hours pay}$$

Table 2 - Other Rates and Allowances

Effective from the beginning of the first pay period to commence on or after 1.07.2015.

Item No.	Clause No.	Brief Description	1.7.15 Amount per annum 2.50% \$
1	7 (ii)	One person crossing relief allowance	5,407
2	7 (ii)	One person crossing telephone allowance	2,672

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(901)

SERIAL C8438

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 675 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

1. Delete the title of the award published 9 October 2015 (378 I.G. 19), and insert in lieu thereof the following:

"CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT OF JUSTICE - CORRECTIVE SERVICES NSW) AWARD 2015"

2. Delete subclause 2.9 of clause 2, Definitions and insert in lieu thereof:
- 2.9 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch.
3. In paragraph 23.1.4, of subclause 23.1, of clause 23, Dispute Resolution Procedures, delete the words "General Secretary of the Federation" and insert in lieu "Branch Secretary of the Federation".
4. In paragraph 23.1.6, of subclause 23.1, of the said clause 23, delete the words "occupational health and safety issue" and insert in lieu "work health and safety issue".
5. Insert in numerical order the following new subclause 26.4 in clause 26, Area, Incidence and Duration:
26.4 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 27 October 2015.

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

6. This variation shall take effect on and from 27 October 2015.

J. D. STANTON, Commissioner

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**CROWN EMPLOYEES (FIRE AND RESCUE NSW PERMANENT
FIREFIGHTING STAFF) AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 677 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

1. In paragraphs 40.3.1 and 40.3.2, and subclauses 40.12 and 40.13 of clause 40, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation, of the award published 27 March 2015, (377 I.G 205) delete the words "Secretary of Treasury" and substitute "Industrial Relations Secretary".
2. Insert in numerical order in clause 44, Area, Incidence and Duration the following new subclause:
- 44.3 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 27 October 2015.

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

3. This variation shall take effect on and from 27 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(700)

SERIAL C8440

**CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED
FIREFIGHTING STAFF) AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 678 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

1. In paragraphs 31.3.1 and 31.3.2, and subclauses 31.12 and 31.13 of clause 31, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation, of the award published 4 July 2014, (376 I.G 374) delete the words "Secretary of Treasury" and substitute "Industrial Relations Secretary".
2. Insert in numerical order in clause 35, Area, Incidence and Duration the following new subclause:
- 35.3 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 27 October 2015.

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

3. This variation shall take effect on and from 27 October 2015.

J. D. STANTON, Commissioner

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(1813)

SERIAL C8423

CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 622 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. In clause 3 Definitions, delete in its entirety the definition of the "Director of Public Employment", of the award published 5 October 2012 (374 I.G. 1287) and insert in lieu thereof the following:

"Industrial Relations Secretary" or "IRS" means the office established under Part 4 of the Government Sector Employment Act 2013.'

2. Delete all references to "DPE" in the award and insert in lieu thereof "IRS".
3. In sub-clause 6.6 of clause 6, Employment Arrangements, after the word "employer", delete the words: "pursuant to section 59 of the Public Sector Employment and Management Act 2002."
4. In sub-clause 13.2 of clause 13, Area, Incidence and Duration, delete the words "Public Sector Employment and Management Act 2002" and insert in lieu thereof "Government Sector Employment Act 2013".
5. Insert in the said clause 13, the following new subclause 13.5:

- 13.5 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 15 October 2015.

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

6. Delete Table 1, Salaries of Part B, Monetary Rates and insert in lieu the following entirely new Table:

Table 1 - Salaries

Medical Adviser	1 October 2013 2.27% Per hour \$	1 October 2014 2.27% Per hour \$	1 July 2015 2.5% Per hour \$
Level 1	113.44	116.02	118.92
Level 2	121.82	124.59	127.70
Level 3	130.22	133.18	136.51

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(045)

SERIAL C8444

CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 723 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

Clause No. Subject Matter

1. Arrangement

SECTION 1 - APPLICATION AND OPERATION OF AWARD

1. Arrangement
2. Title
3. Dictionary
4. Area, Incidence and Duration

SECTION 2 - TYPE AND CATEGORIES OF EMPLOYMENT, EMPLOYMENT RELATIONSHIP

5. Classification Structure

SECTION 3 - PERFORMANCE AND DEVELOPMENT

6. Training and Development
7. Multi-skilling
8. Performance Management Scheme

SECTION 4 - WAGE AND RELATED MATTERS

9. Wages
10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
11. Higher Duties
12. Broken Shift Allowance

SECTION 5 - HOURS OF WORK

13. Hours of Work
14. Work performed on weekends
15. Public Holidays
16. Overtime

SECTION 6 - LEAVE

17. Leave
18. Family and Community Service Leave
19. Bereavement Leave

- 20. Personal/Carer's Leave
- 21. Parental Leave

SECTION 7 - WORK ENVIRONMENT

- 22. Anti-discrimination
- 23. Flexible Work Organisation
- 24. Secure Employment

SECTION 8 - DISPUTE RESOLUTION AND FACILITATIVE PROVISIONS

- 25. Deduction of Union Membership Fees
- 26. Dispute and Grievance Resolution Procedures
- 27. No Extra Claims

SCHEDULES

SCHEDULE A - MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Title

This award shall be known as the Crown Employees (Household Staff - Department of Education) Wages and Conditions Award.

3. Dictionary

- 3.1 "Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Union" means Liquor and Hospitality Division, United Voice .
- 3.3 "Casual Employee" means any employee engaged as such who is not an officer or temporary employee.
- 3.4 "Employee" means a person employed in any capacity under the provisions of the Act as Household Staff.
- 3.5 "Department" means the Department of Education, as specified in Schedule 1 of the Act.
- 3.6 "Household Staff" means and includes all employees employed in a residential agricultural high school as:
 - "Household Staff Grade 1" and occupies a position of Kitchen Hand or Useful, Cleaner, Room Attendant, Dining Room Attendant, Laundry Attendant, Stores Steward;
 - "Household Staff Grade 2" and occupies a position of Butcher (casual), Cook (unqualified);
 - "Household Staff Grade 3" and occupies a position of Laundry Supervisor, Cook (qualified), Dining Room Supervisor, Housekeeper/Cleaning Supervisor;
 - "Household Staff Grade 4" and occupies a position of First Cook (qualified);
 - "Household Staff Grade 5" and occupies a position of Catering Supervisor.
- 3.7 "Normal Work" means the duties and responsibilities relevant to the statement of duties or position description of an employee or employees.

- 3.8 "Principal" means a teacher appointed as such to be responsible for the management, organisation, supervision and efficiency of a residential agricultural high school and all departments within that school or his or her nominee.
- 3.9 "Regulation" means the Government Sector Employment Regulation 2014.
- 3.10 "Residential Agricultural High School" means Farrer Memorial Agricultural High School, Hurlstone Agricultural High School or Yanco Agricultural High School or any other school classified as such by the Secretary.
- 3.11 "Wage Rates" means the ordinary time rate of pay for the employee's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as wages.

4. Area, Incidence and Duration

- 4.1 This award covers all household staff, employed under the Act in a Residential Agricultural High School in the following classifications:

Household Staff Grade 1
Household Staff Grade 2
Household Staff Grade 3
Household Staff Grade 4
Household Staff Grade 5

- 4.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award published 3 August 2012 (591 I.G. 373) and all variations thereof.
- 4.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award published 3 August 2012 (373 I.G. 591), as varied.

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 October 2015.

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

5. Classification Structure

- 5.1 Household Staff - Grade 1

Household staff Grade 1 means a person employed in the following classifications: Kitchenhand, Useful, Cleaner, Dining Room Attendant, Laundry Attendant, Stores Steward.

A Grade 1 position is one where the employee:

undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and

works under direct supervision, either individually or as a member of a team, to a level of training held by the individual.

Without limiting the foregoing, a Grade 1 employee may be required to perform the following indicative duties:

non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;

completion of basic stock control documentation such as requisition and ordering of goods;

general cleaning of dormitories, dining areas or other public areas of the boarding school;

purchasing and stock control duties, including receipt, ordering and inventory control of goods, ordering goods of a type directed by the employer from approved suppliers;

general room attendant duties in boarding houses; and

repairs to linen or clothing.

5.2 Household Staff - Grade 2

Household staff Grade 2 means a person employed in the following classifications: Butcher (casual), Cook (unqualified).

A Grade 2 position is one where the employee:

undertakes duties which involve some initiative and decision making to a level of training held by the individual; and

has responsibility for the quality of their own work subject to routine supervision.

Without limiting the foregoing, a Grade 2 employee may be required to perform the following indicative duties:

basic cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

butchering and preparation of the various cuts of mutton, beef and pork, as required by the daily menus; and

clean and conduct routine maintenance of equipment, eg. band saw, mincer, hand saw, knives, in compliance with occupational health and safety requirements and ensure that all work processes comply with the legislative requirements set by the NSW Food Authority.

5.3 Household Staff - Grade 3

Household staff Grade 3 means a person employed in the following classifications: Laundry Supervisor, Dining Room Supervisor, Housekeeper/Cleaning Supervisor, Cook (qualified).

A Grade 3 position is one where the employee:

works under minimal supervision to a level of training held by the individual;

plans their own and other work schedules as approved by the employer;

assists in the training and supervision of employees at lower levels; and

is competent in technical areas as required for the position.

Without limiting the foregoing, a Grade 3 employee may be required to perform the following indicative duties:

general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

supervise persons in the delivery of goods or items to students from the dining room;

is responsible for the supervision and control of domestic staff and who may be required to perform the duties of domestic staff; and

manages all facets of the boarding school's cleaning services including the preparation of duty rosters and supervision of staff to ensure the provision of an efficient cleaning and laundry service.

5.4 Household Staff - Grade 4

Household staff Grade 4 means a person employed in the classification of First Cook (qualified).

A Grade 4 position is one where the employee:

receives limited instructions regarding work assignments and usually works without supervision;

is regularly required to exercise independent initiative and judgement;

directly supervises a small group of employees in a section of the school;

would be expected to have completed an apprenticeship or have passed the appropriate trade test in cookery, baking or pastry cooking and have completed appropriate additional training and who is engaged in supervising other trade-qualified cooks; or

would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. This requirement may be satisfied by Department of Education sponsored programs, relevant trade qualification and/or post-secondary training which may include TAFE training or recognition of relevant prior learning or practical experience accepted by the Department.

Without limiting the foregoing, a Grade 4 employee may be required to perform the following indicative duties:

cooking duties including a la carte cooking, baking, pastry cooking or butchery and the supervision of the operation;

oversee proper preparation of ingredients by kitchen staff in time for cooking and maintain detailed account of daily menus in Chef's Register;

conduct daily routine maintenance and cleaning of kitchen equipment and facilities; and

conduct routine maintenance and thorough cleaning of kitchen equipment and facilities during school vacation breaks.

5.5 Household Staff - Grade 5

Household staff Grade 5 means a person employed in the classification of Catering Supervisor.

A Grade 5 position is one where the employee:

requires minimal instruction in the performance of their duties;

exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the employer's business;

has responsibility for employees in one or more sections of the school; and

is required to have undertaken and completed post-secondary training provided by an accredited training provider relevant to the tasks required by the Department for this grade, or has engaged in extensive

equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Department to be equivalent to the required post-secondary training.

Without limiting the foregoing, a Grade 5 employee may be required to perform the following indicative duties:

menu planning and preparation of duty rosters; and supervision of staff to ensure provision of efficient catering service; and

supervision, training and co-ordination of staff, responsibility for their efficient allocation and control, in one or more sections of the school.

6. Training and Development

- 6.1 The principal will review, on annual basis, training and development opportunities for household staff.
- 6.2 Training and development will be based on:
 - 6.2.1 current and future job needs and career path planning; and
 - 6.2.2 recognition of each employee's previous learning and building on this through the gaining of new skills/competencies.
- 6.3 Attendance of household staff at approved training and development activities during the hours of 6.00 am to 8.00 pm is to be regarded as being on duty.
- 6.4 Approved training and development activities will be conducted, wherever possible, between the hours of 6.00 am to 8.00 pm.
- 6.5 Any actual necessary expenses relating to travel, meals and accommodation incurred in attending approved training and development activities will be reimbursed by the Department.

7. Multi-Skilling

- 7.1 Taking into account an employee's experience and training, a principal may require an employee to perform any of the duties appropriate to their classification or of a lower classification without any reduction in pay.

8. Performance Management Scheme

- 8.1 Objectives -
 - 8.1.1 Develop and improve the quality of employee performance.
 - 8.1.2 Focus work on the objectives of the Department's strategic plan and the school's plan.
 - 8.1.3 Provide performance related guidance and feedback on performance and achievements of objectives.
 - 8.1.4 Provide opportunities for employees to provide input into school planning.
 - 8.1.5 Support employee's career development needs.
- 8.2 Principles -
 - 8.2.1 The work of employees is centred on providing support to schools as identified in the school's plan.
 - 8.2.2 Performance Management:

- (i) Focuses on the achievement of agreed objectives based on the Department's strategic plan and the school's plan;
- (ii) Focuses on recognition of employee performance and development of skills;
- (iii) Provides feedback which enables employees to improve the quality of their work;
- (iv) Is a continuous and systematic process with clearly stated purposes;
- (v) Provides for review and reassessment of the roles and responsibilities of employees within the context of changes in the school's plan; and
- (vi) Includes regular progress review meetings and an annual performance meeting between the employee and supervisor to provide feedback on performance and achievements and to identify training and development needs.

8.3 Process -

8.3.1 The employee and supervisor will use negotiated processes to decide upon:

- (i) The work objectives of the individual employee consistent with the priorities identified in the school's plan;
- (ii) The frequency of regular progress meetings using as a base a minimum of four meetings per year; and
- (iii) Procedures for documenting and reporting on achievement, and providing feedback on achievement.

8.4 Documentation -

8.4.1 Documentation should be kept to a minimum and should satisfy all parties that a process has taken place and has been evaluated. Documentation should remain confidential to the participants.

8.4.2 Regular progress review meetings do not require documentation unless agreed to by the employee and the supervisor.

8.4.3 The annual performance meeting provides an overall evaluation for the review period in which the supervisor, in consultation with the employee will write an annual report summarising:

- (i) Performance and achievements during the year.
- (ii) Training and development plans for the ensuing year.
- (iii) Work objectives for the ensuing year.

9. Wages

9.1 Subject to the provisions of the Act, and the regulations thereunder, the wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates shall be paid to full time employees appointed to the positions specified.

9.2 The maximum rates of pay for part time employees shall be the hourly equivalent of the ordinary weekly rate of pay of the classification in which the employee is engaged for the actual number of hours worked.

9.3 The hourly equivalent for the purpose of subclause 9.2 shall be:

- 9.3.1 based on 38 hours per week where a part time employee is not accruing credits towards rostered days off but is paid only for hours worked; or
- 9.3.2 based on 40 hours per week where a part time employee is accruing credit for time worked towards rostered days off in accordance with subclause 13.2 of this award.
- 9.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed, with a minimum of three hours pay for each engagement, with additional loadings as follows:
- 9.4.1 a loading of 33 1/3% for casual work Monday to Friday;
- 9.4.2 a loading of 50% for casual work on Saturday;
- 9.4.3 a loading of 75% for casual work on Sunday;
- 9.4.4 a loading of 150% for casual work on a public holiday.
- 9.5 The casual loading of 33 1/3% for casual work Monday to Friday consists of 25% plus 8 1/3% or one twelfth pro-rata annual leave.
- 9.6 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the Long Service Leave Act 1955.
- 9.7 The wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2015 or any variations to or successor instruments to the said award.

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 10.1 An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 7 - Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2015 or any variation to or successor instruments to the said award shall apply.

11. Higher Duties

- 11.1 Provisions related to higher duties and acting allowances are prescribed in the Regulation.
- 11.2 Payment of higher duties is not to be made to another employee for undertaking some or all of the duties of an employee who is absent on a rostered day off.

12. Broken Shift Allowance

- 12.1 The additional payment prescribed by this clause shall not apply to time worked on Saturday and Sunday where allowances are payable in terms of clause 14, Work Performed on Weekends, or in the computation of overtime rates.
- 12.2 Employees who are required to work a broken shift shall be paid an amount as set out in Schedule A Table 2 - Allowances, as a broken shift allowance.

13. Hours of Work

- 13.1 Subject to subclause 13.1.3 of this clause the ordinary hours of work shall not exceed an average of 38 hours per week where a weekly roster is observed or 76 hours per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide household staff with greater flexibility and to provide the schools with improved efficiency in rostering provisions:

- 13.1.1 the margin for the ordinary hours of work on any one day shall be 6.00 am to 8.00 pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.
- 13.1.2 the actual ordinary hours worked by a full time employee in any week may, by written agreement between the principal and the employee, be averaged over a period of four weeks between the hours of 6.00 am and 8.00 pm provided that:
- (i) the total ordinary hours worked in the four week period must not exceed 152 hours;
 - (ii) full time employees are required to be on duty for a minimum of three hours on any one rostered day.
- 13.1.3 the ordinary hours as specified in subclause 13.1 of this clause shall be arranged so that the hours worked on each day shall include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked). The proportion shall accumulate to allow the employee to take one rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve days per annum.
- 13.1.4 where the day off provided under subclause 13.1.3 of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- 13.1.5 by agreement of the principal rostered days off may accumulate and may be scheduled during the appropriate vacation periods to suit the needs of the employer. Such accumulation is not to exceed five days. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and principal throughout the year.
- 13.1.6 an employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements in respect of the rostered day off.
- 13.1.7 each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 13.1.8 accrued rostered days off, where taken, shall be regarded as days worked for accrual purposes in the particular twenty day shift cycle.
- 13.1.9 time towards a rostered day off shall not accrue whilst an employee is on the first four weeks of recreation leave accrued each year.
- 13.1.10 where an employee is absent on extended leave and/or worker's compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or worker's compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- 13.1.11 employees on an ordinary weekly or fortnightly roster shall be granted two days off duty each week.
- 13.1.12 shift rosters may be changed on seven days notice or at any time by mutual consent, or in exceptional circumstances on twelve hours notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- 13.2 Part time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the principal and the employee, to the benefit of the 38 hour week, 19 day month on a pro rata basis.

- 13.3 Casual employees shall not be eligible to accumulate time in accordance with the provisions of this award for the benefit of the 38 hour week, 19 day month.
- 13.4 The starting and finishing times of employees shall be as determined by the principal to suit the needs of the school following consultation with the employees.
- 13.5 Employees cannot be required to work more than five hours in one continuous period without an unpaid meal break of at least 30 minutes.
- 13.6 No employee shall be eligible for sick leave when on rostered days off arising from the 38 hour week, 19 day month.

14. Work Performed on Weekends

- 14.1 Time worked on Saturdays and Sundays, other than that worked as overtime, shall be paid for at the rate of:

Saturday - time and one half;

Sunday - time and three quarters;

provided that a shift in which the majority of hours are worked on a Saturday or Sunday shall, for the purpose of this clause, be regarded as a Saturday or Sunday shift as the case may be.

15. Public Holidays

- 15.1 Provisions relating to public holidays are prescribed in the Regulation.
- 15.2 Where an employee is required to and does work on a public holiday, the employee shall be paid double time and a half for time worked. Such payment shall be in lieu of any other penalty rates that would have been payable had the day not been a public holiday.
- 15.3 Where a public holiday falls on an employee's normal rostered day off and the employee is not required to work on that day, the employee shall be paid one day's pay for the public holiday or have one day added to their annual holidays for each such day. Provided that this provision shall not apply to an employee who is regularly rostered to work Monday to Friday and the public holiday falls on a Saturday or Sunday.

16. Overtime

- 16.1 The principal may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement, provided that an employee shall have ten hours off duty between the termination of work on one day and the commencement of ordinary work on the next day.
- 16.2 Subject to clause 16.1, the principal may require an employee to work reasonable overtime at overtime rates.
- 16.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 16.4 For the purposes of clause 16.2 what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to an employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if given) by the principal of the overtime and by the employee of his or her intention to refuse it; and

- (v) any other relevant matter.
- 16.5 Subject to the provisions of clause 13 of this award, overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid for all time worked:
- 16.5.1 in excess of the daily rostered hours on any one day (inclusive of time worked for accrual purposes in accord with the provisions for a 38 hour week, 19 day month); or
- 16.5.2 in excess of 38 hours per week where a weekly roster is observed; or
- 16.5.3 in excess of 76 hours per fortnight where a fortnightly roster is observed; or
- 16.5.4 in excess of 152 hours per four week period where a four week roster is observed; or
- 16.5.5 on normal rostered days off; or
- 16.5.6 in excess of the maximum spread of hours (inclusive of the time worked for accrual purposes in accordance with the provisions of a 38 hour week, 19 day month).
- 16.6 Provided that overtime worked on Sundays shall be paid for at the rate of double time and where an employee is brought in to work overtime on a Sunday which is the employee's rostered day off, the employee shall be paid for such overtime with a minimum payment of four hours at that rate and provided that overtime worked on a public holiday shall be paid at the rate of double time and one half.
- 16.7 An employee required to work overtime of two hours or more without being notified on the previous day or earlier shall be supplied with a meal by the employer.
- 16.8 In computing overtime each day's work shall stand alone.
- 16.9 For the purpose of calculating overtime payments, the hourly rate of pay shall be determined by dividing the weekly rate of pay by 38.
- 16.10 An employee who works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- 16.11 The following provisions shall apply to the leave in lieu:
- 16.11.1 the employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment;
- 16.11.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
- 16.11.3 the leave must be taken at the convenience of the school, except when leave in lieu is being taken to look after a sick family member in terms of subclause 20.1.1 of this award;
- 16.11.4 the leave shall be taken in multiples of a quarter day;
- 16.11.5 leave in lieu accrued in respect of overtime worked on days other than public holidays shall be given by the school and taken by the employee within three months of accrual unless alternate local arrangement have been made;
- 16.11.6 at the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave and may be taken in conjunction with annual leave; and
- 16.11.7 an employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

17. Leave

17.1 General -

17.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.

17.2 Stand Down -

17.2.1 When schools are in recess and it is necessary to stand down staff, employees employed in such schools shall be paid half ordinary pay for the period during which they have been stood down, provided that they have been continuously employed for the school term immediately preceding and for the school term immediately following the period of recess.

17.3 Additional Leave -

17.3.1 Employees who are regularly rostered to perform duty on Sundays and public holidays shall be granted additional leave on the following basis:

Number of Ordinary Shifts Worked on Sundays and/or Public Holidays	Additional Leave
4-10	1 additional days leave
11-17	2 additional days leave
18-24	3 additional days leave
25-31	4 additional days leave
32 or more	5 additional days leave

17.4 Sick Leave -

17.4.1 Sick leave shall be granted in accordance with the Regulation.

17.4.2 No employee shall be eligible for sick leave when on rostered leave arising from the 38 hour week, 19 day month.

17.4.3 In accordance with existing provisions, the employer will exercise the right to call for proof of illness.

17.5 Annual Leave Loading -

17.5.1 An employee, other than a casual employee, is entitled to payment of an annual leave loading of 17.5% on the monetary value of up to four weeks recreation leave accrued in a leave year provided that:

- (i) where additional leave is accrued by an employee as compensation for work performed regularly on Sundays or public holidays, the annual leave loading shall be calculated on five weeks; and
- (ii) shift workers proceeding on recreation leave are eligible to receive the more favourable of:
 - (a) the shift premiums and penalty rates which they would have received had they not been on recreation leave; or
 - (b) 17.5% annual leave loading.

18. Family and Community Service Leave

- 18.1 The Secretary shall 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 as described in subclause 18.2 of this clause. The Secretary may also grant leave for the purposes in subclause 18.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 18.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 18.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 18.2.2 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;
 - 18.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
 - 18.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 18.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Secretary considers the granting of family and community service leave to be appropriate in a particular case.
- 18.3 Family and community service leave may also be granted for:
- 18.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 18.3.2 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.
- 18.4 The definition of "family" or "relative" in this clause is the same as that provided in clause 20.1.3 of clause 20, Personal/Carer's Leave of this award.
- 18.5 Family and community service leave shall accrue as follows:
- 18.5.1 two and a half days in the staff members first year of service;
 - 18.5.2 two and a half days in the staff members second year of service; and
 - 18.5.3 one day per year thereafter.
- 18.6 If available family and community service leave is exhausted as a result of natural disasters, the Secretary shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.7 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 20, Personal/Carer's Leave of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 18.8 The Secretary may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

19. Bereavement Leave

- 19.1 Where available family and community service leave is exhausted an employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 20.1.3 below.
- 19.2 The employee must notify the principal as soon as practicable of the intention to take bereavement leave and will, if required by the principal, provide to the satisfaction of the principal proof of death.
- 19.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave in subclause 20.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4, 20.5 and 20.6. In determining such a request the principal will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- 19.6 Subject to the evidentiary and notice requirements in 19.2, 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 subclause 20.1.3 of 20. Personal/Carer's Leave.
- 19.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
- 19.8 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.

20. Personal/Carer's Leave

20.1 Use of Sick Leave Entitlements

- 20.1.1 When family and community service leave is exhausted, an employee, other than a casual employee, with responsibilities in relation to a category of person set out in subclause 20.1.3 of this clause who needs the employee's care and support, shall be entitled to use, available paid sick leave, subject to the conditions specified in this clause, 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.
- 20.1.2 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 20.1.3 The entitlement to use sick leave in accordance with this clause is subject to:
- (i) The employee being responsible for the care and support of the person concerned; and
 - (ii) The person concerned being:
 - (a) a spouse of the employee; or

- (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; 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 of spouse or of 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;
- (e) or a relative of the employee who is a member of the same household, where for the purposes of this definition:
 - 1. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - 2. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

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

20.1.5 Subject to the evidentiary and notice requirements in 20.1.4, 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 20.1.3 of 20. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

20.1.6 The employer and the employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.

20.1.7 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.

20.2 Use of Unpaid Leave for Family Purposes

20.2.1 An employee may elect, with the consent of the principal, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 20.1.3 above who is ill.

20.3 Use of Annual Leave -

20.3.1 An employee may elect with the consent of the principal, subject to the *Annual Holidays Act* 1944 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 to care for a person prescribed in subclause 20.1.3 of 20. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

20.3.2 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- 20.3.3 Access to annual leave, as prescribed in subclause 20.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 20.3.4 An employee 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.
- 20.4 Use of Time Off in Lieu of Payment for Overtime -
- 20.4.1 An employee may elect, with the consent of the principal, to take time off in lieu of payment for overtime at a time or times agreed with the principal within twelve months of the said election.
- 20.4.2 If, having elected to take time as leave in accordance with subclause 20.4.1 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
- 20.4.3 Where no election is made in accordance with subclause 20.4.1, the employee shall be paid overtime rates in accordance with clause 16 of this award.
- 20.5 Use of Make-up Time
- 20.5.1 An employee may elect, with the consent of the principal, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- 20.5.2 An employee on shift work may elect, with the consent of the principal, to work "make-up time" (under which the employee takes time off during 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.
- 20.6 Use of Rostered Days Off
- 20.6.1 An employee may elect, with the consent of the principal, to take a rostered day off at any time.
- 20.6.2 An employee may elect, with the consent of the principal, to take rostered days off in part day amounts.
- 20.6.3 An employee may elect, with the consent of the principal, 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 principal and employee, or subject to reasonable notice by the employee or the principal.
- 20.6.4 This subclause is subject to the Secretary informing the Union of any intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

21. Parental Leave

- 21.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* (NSW) and the Regulation.
- 21.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- the employee or employee's spouse is pregnant; or
 - 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.

21.3 Right to Request

21.3.1 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.

21.3.2 The employer shall 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.

21.3.3 The employee's request and the employer's decision made under 21.3.1 (ii) and 21.3.1 (iii) must be recorded in writing.

21.3.4 Where an employee wishes to make a request under 21.3.1 (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.

21.4 Communication During Parental Leave

21.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a significant change at the workplace, the employer shall 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.

21.4.2 The employee shall 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.

21.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 21.4.1.

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:
- 22.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age;
- 22.4.2 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
- 22.4.3 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.

23. Flexible Work Organisation

- 23.1 In order to improve services to students or to improve employee's working arrangements, the following process provides for the principal and employees of a school to vary the school's organisation in the following manner:
- 23.1.1 The principal or employees may propose a variation to existing organisational/working arrangements.
- 23.1.2 The proposal must be capable of being implemented within the school's overall current staffing entitlement.
- 23.1.3 The proposal must be agreed to by the principal and the majority of employees.
- 23.1.4 Consultation, where appropriate, must also take place with teaching staff, parents, students and relevant community groups.

24. Secure Employment

24.1 Work Health and Safety

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

- (i) 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.
- (ii) 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.

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

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (ii) 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;
- (iii) 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
- (iv) 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.

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

24.2 Disputes Regarding the Application of this Clause

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

24.3 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.

25. Deduction of Union Membership Fees

- 25.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 25.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 25.3 Subject to (25.1) and (25.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 25.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 25.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 25.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

26. Dispute and Grievance Resolution Procedures

- 26.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 26.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or the Union's workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.
- 26.1.2 An employee may request to be represented by a Union representative.
- 26.1.3 The principal/supervisor will discuss the matter with the employee and/or representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 26.1.4 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Union may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 26.1.5 Where the procedures in subclause 14.1.4 do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy-Secretary, Corporate Services Department and the Secretary of the Union. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 26.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 26.3 Whilst the above procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties. In the case of a dispute involving occupational health and safety normal work shall proceed in such a manner to avoid any risk to an employee of the Department or member of the public. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee or member of the public.

27. No Extra Claims

- 27.1 Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2016 by a party to this Award

SCHEDULE A
MONETARY RATES

Table 1 - Wages

Household Staff -

Classification	Weekly Rate Effective from FFPP on or after 1.7.2015 \$
Household Staff Grade 1 Kitchen Hand or Useful Cleaner Room Attendant Dining Room Attendant Laundry Attendant Stores Steward	755.30 pw
Household Staff Grade 2 Butcher (casual) Cook (unqualified) Cook (unqualified)	763.70 pw
Household Staff Grade 3 Laundry Supervisor Cook (qualified) Dining Room Supervisor Housekeeper/Cleaning Supervisor	786.70 pw
Household Staff Grade 4 First Cook (qualified)	827.70 pw
Household Staff Grade 5 Catering Supervisor	864.60 pw

Table 2 - Allowances

Clause	Description	Rate \$
Clause 12	Broken Shift Allowance	11.36

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1719)

SERIAL C8431

CROWN EMPLOYEES (NSW DEPARTMENT OF FINANCE AND SERVICES, GOVERNMENT CHIEF INFORMATION OFFICE) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 762 of 2015)

Before Commissioner Stanton

28 October 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (NSW Department of Finance and Services, Government Chief Information Office) Award 2012 published 27 July 2012 (373 I.G. 68) as varied, be rescinded on and from 28 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(499)

SERIAL C8441

CROWN EMPLOYEES (POLICE MEDICAL OFFICERS - CLINICAL FORENSIC MEDICINE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 693 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

1. In clause 2, Definitions of the award published 14 September 2012, (374 I.G. 954) for the definition of "Higher Qualification", delete all references to "Medical Board of New South Wales" and replace with "Medical Council of New South Wales".
2. In the said clause 2, for the definition of "Police (Forensic) Medical Officer", delete the words "who is a person licensed or registered by the Medical Board of New South Wales pursuant to the Medical Practice Act 1992.", and replace with "who is a person licensed or registered by the Australian Health Practitioner Regulation Agency".
3. Delete clause 7, No Further Claims and insert in lieu thereof the following:

7. No Extra Claims

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the 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 2016 by a party to this Award.

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.

4. Insert in numerical order the following new subclause 10.4 in clause 10, Area, Incidence and Duration:

10.4 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 27 October 2015.

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

5. This variation shall take effect on and from 27 October 2015.

J. D. STANTON, Commissioner

(1511)

SERIAL C8458

**CROWN EMPLOYEES CONSERVATION FIELD STAFF OFFICERS,
(DEPARTMENT OF INDUSTRY, SKILLS, AND REGIONAL
DEVELOPMENT AND NSW OFFICE OF ENVIRONMENT AND
HERITAGE) REVIEWED AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 747 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

Clause No.	Subject Matter
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PART A

- | | |
|-----|--|
| 1. | Title of Award |
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| 4. | Parties |
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| 10. | Hours of Work |
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| 15. | Inclement Weather |
| 16. | First-Aid and Health and Safety Issues |
| 17. | Work Apparel |
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| 19. | Settlement of Disputes |
| 20. | Anti-Discrimination |
| 21. | Counselling and Discipline |
| 22. | Contractors' Protocol |
| 23. | Agreed Procedures for Market Testing and Contracting Out |
| 24. | Ongoing Award Review |
| 25. | Deduction of Union Membership Fees |

PART B

MONETARY RATES

- Schedule 1 - Wage Rates
- Schedule 2 - Competency and Grading Alignment
- Schedule 3 - Allowances

PART A

1. Title of Award

This Award, made pursuant to Part 1, Division 1, clause 10 of the *Industrial Relations Act 1996*, shall be known as the Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2015.

2. Area, Incidence and Duration

- 2.1 This Award was made following a 2015 review under section 19 of the *Industrial Relations Act 1996* and rescinded and replaced the Conservation Field Officers (NSW Department of Trade and Investment, Regional Infrastructure and Services, and, NSW Office of Environment and Heritage) Reviewed Award 2012 published 17 August 2012 (374287) and all variations thereof.
- 2.2 The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules 2014*, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award; or any Awards replacing these Awards.
- 2.3 The changes made to the Award 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 28 October 2015.
- 2.4 This Award remains in force until varied or rescinded, the period for which it was made having already expired.

3. Definitions

- (i) "Act" means the *Government Sector Employment Act 2013*.
- (ii) "appropriate Secretary" means - the Secretary of the Department of Industry, Skills and Regional Development or the Chief Executive of the New South Wales Office of Environment and Heritage.
- (iii) "Australian Recognition Framework (ARF)" means the national recognition of vocational education and training developed by the Australian National Training Authority.
- (iv) "Australian Qualification Framework (AQF)" means the certification system established under the Australian Recognition Framework (ARF).
- (v) "Casual employee" means an employee engaged for a limited duration and paid on an hourly basis who receives a casual loading in lieu of all paid leave entitlements, including payment for public holidays.
- (vi) "Conservation Field Officer" means an employee of the Department or the Office as defined in sub-clause (iii), engaged before the making of this Award in one of the classifications of:

Mechanical Tradesperson

Fitter

Electrician

Plant Electrician

Painter

Carpenter
Plumber
Welder
Plant Operator
Crane Operator
Tractor Operator
Transport Driver
Labourer
Machineman
Driller
Cableway Operator
Dogman
Bore Gaugers Assistant
Construction Worker (General)
Rigger
Driller
Drill Operator
Pegman
Ganger
Surveyors Field Hand
Farm Assistant
Sand Drift Worker
Nursery Horticulturalist
Cleaner
Security Officer
General Service Officer
Canteen Worker
Earthmoving Operator

or who after the date of operation of this Award were assigned to a role as Conservation Field Officers but does not include any person who resigned or was terminated prior to that date.

- (vii) "Employee" means and includes all persons employed on an ongoing full time, ongoing part time, temporary or casual basis under the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014* who are assigned to a role classified under this Award in the Department or the Office.
- (viii) "Employer" means the Secretary of the Treasury established under the *Government Sector Employment Act 2013*.
- (viii) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (ix) "Ministerial Leave Conditions" means the Uniform Leave Conditions for Ministerial Employees referred to in clause 13 Leave Conditions.
- (x) "Ongoing full-time employee" means an employee assigned to role on an ongoing full-time basis under the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- (xi) "Ongoing Part-time employee" means an employee, subject to the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*, who is engaged for less than 38 hours per week and who receives the same range of entitlements as an ongoing full-time employee, including sick leave and annual leave, but on a pro rata basis in proportion to the hours worked. Ongoing Part-time employees do not receive a casual loading.
- (xii) "Reasonable time limits" means sufficient time for all parties to familiarise themselves with the nature of the perceived problems taking into consideration the isolated situation in which these employees work.
- (xiii) "Regulation" means the *Government Sector Regulation 2014*.
- (xiv) "Role" means a role assigned to an employee under the provisions of the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- (xv) "Rules" means the *Government Sector Employment Rules 2014*.
- (xvi) "SBU" means the Single Bargaining Unit which is comprised of the parties to this Award as agreed by those parties.
- (xvii) "Temporary employee" means an employee engaged for a specific period or for a specific project.
- (xviii) "The Department or the Office" means the Department of Industry, Skills and Regional Development or the New South Wales Office of Environment and Heritage.
- (xix) "Union" means one or all of the union parties to the Award listed in clause 4(i) to (vii) below, as appropriate.

4. Parties

The parties to this Award are:

- (i) The Australian Workers' Union, New South Wales Branch.
- (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- (iii) Electrical Trades Union.

- (iv) Construction, Forestry, Mining and Energy Union.
- (v) United Voice.
- (vi) Plumbers and Gasfitters Union.
- (vii) Transport Workers' Union, and
- (viii) The Industrial Relations Secretary.

covering all Conservation Field Officers as defined in subclause 3(i) assigned to a role in the Department or the Office.

5. Supersession

The terms and conditions of this Award replace the terms and conditions of the:

Surveyors Field Hands (State) Award (now rescinded)

Gangers (State) Award (now rescinded)

General Construction and Maintenance, Civil and Mechanical, Engineering, etc.. (State) Award (now rescinded), with the exception that clause 25, Compensation for Travel Patterns, etc., will continue to apply where appropriate.

Plant Operators on Construction (PWD, etc) Award (now rescinded)

Crown Employees (Transport Drivers, etc.) Award

Crown Employees (Skilled Trades) Award

Bore Gaugers and Assistants Agreement 5317 of 1977

Farm Assistants, Soil Conservation Service Agreement 2310 of 1981

Department of Conservation and Land Management Skilled Trades, etc. (Rates of Pay) Enterprise Agreement EA 146 of 1995

and all variations thereto, in so far as they apply to employees within the Department or the Office.

6. Objectives of Award

- (i) The parties acknowledge that the Award is directed towards high quality and efficient services to the community and to the Department's and the Office's customers.
- (ii) The parties acknowledge that the Award seeks to enhance the image and profile of the Department and the Office.

These objectives will be achieved through:

- (a) The review of current work practices to ensure that they are customer-focused and maximise the efficient and effective use of resources.
- (b) The acceptance of change and commitment to continuous improvement and productivity by both the management of the Department or the Office and its Conservation Field Officers.
- (c) The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.

- (d) The review of current work patterns leading to more flexible working arrangements which better meet employee and customer needs.
- (e) Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of achievement of those objectives will be shared with employees and will be reflected in the rates of pay prescribed under clause 9.

7. No Extra Claims

The parties agree that they will not pursue any further claims relating to the matters covered by this Award, provided that this Award may be varied during its term in accordance with section 17 of the *Industrial Relations Act 1996*.

8. Contract of Employment

8.1 Weekly Employment

- (i) Ongoing Full-time and Ongoing Part-Time employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the appropriate Secretary providing one week's notice in writing or by payment or forfeiture, as the case may be, of one week's wage in lieu of notice, provided that, in the case of misconduct, an employee's engagement may be terminated without notice.
- (ii) Casual employees are engaged by the hour and the engagement of a casual employee may be terminated without notice.

8.2 Pay Period

Ordinary pay shall be paid for the current fortnight. Adjustments for overtime, penalties and allowance will be paid either currently or a fortnight in arrears.

8.3 Payment Method

Wages shall be paid via Electronic Funds Transfer (EFT) into a bank or other account, except in cases where this is not possible, in which case payment will be made by cheque.

8.4 Pay Advice

Before or at the time of payment of wages, each employee shall be issued with a docket showing at least the gross amount of salary and the details of any deductions made from the employee's earnings, in accordance with section 123 of the *Industrial Relations Act 1996*.

8.5 Payment on Termination

When an employee is terminated by the Department or the Office, the employee shall be paid all of the wages due at the time of the employee's termination on or before the employee's next normal pay day.

9. Classifications and Rates of Pay

9.1 Rates of Pay

- (i) The minimum weekly rates for ongoing full-time employees covered by this Award are as provided in Schedule 1.
- (ii) Should there be a variation to the *Crown Employees Wages Staff (Rates of Pay) Award 2015*, or an Award replacing it, during the term of this Award, by way of a wage increase or some other benefit, this Award will be varied to give effect to any such wage increase, or other benefit, with effect from the operative date of the variation, or the replacement Award.

9.2 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of 1/38th of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of clause 12:

- (i) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements, including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying a 8.33% loading in lieu of annual leave);
- (ii) for overtime hours, a casual loading of 15%, in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime;

provided that casual employees will be paid for a minimum of 4 hours for each engagement.

9.3 Rates of Pay for Part-time Employees

Ongoing part-time employees will be paid a weekly rate determined by the following formula:

applicable rate ongoing for full-time employee at $\times \frac{(\text{weekly hours of the ongoing part-time employee})}{38}$

at the same classification level

9.4 Classification of Employees

The classification of an employee will be determined by demonstrating the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description and the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Schedules 1 and 2.

9.5 Purpose of Classification Structure

The classification structure is designed to:

- (i) recognise capabilities and competencies achieved and used;
- (ii) group all employees covered by this Award into one of several (excluding trainees/apprenticeship) levels ;
- (iii) allow for career progression based on acquisition and use of capabilities and competencies as defined in subclause 9.4.

9.6 Supervision

Where an employee is required to supervise the work of other employees, they shall be paid the appropriate allowance according to Schedule 3. Provided that CFO Grade 5 and above will only be paid the allowance when supervising employees at their same level.

9.7 Classification Review Committee

The SBU shall establish a subcommittee to review applications for re-grading, subject to the provisions of the Act, Regulation and Rules and based on capabilities and competency acquisition and use. Subject to subclause 9.8, notification of the results of the review by the subcommittee to the appropriate employee salaries section will be sufficient to regrade the role and the employee assigned to the role.

9.8 Disagreements about Classification Levels

Any disagreement about the classification level in which an employee is placed will be processed using the dispute procedures contained at clause 19.

9.9 Above Level Assignments

When Conservation Field Officers are required to perform above level assignments, they shall be paid the appropriate above level assignment allowance in accordance with the provisions of clause 20 of the *Government Sector Employment Regulation 2014* with the additional provision that it be paid after one day.

10. Hours of Work

10.1 Ordinary Hours of Work

Subject to subclauses 10.2 and 10.3:

- (i) The ordinary hours of work for all employees, other than casual employees, covered by this Award, shall be 8 hours per day worked over 57 days of each 12-week cycle.
- (ii) The standard span of hours will be between 6.00 a.m. and 6.00 p.m. on each working day Monday to Friday.

10.2 Variation of Ordinary Hours of Work

- (i) The standard span of hours may be varied by mutual agreement between the Department or the Office and the majority of affected employees in a particular group, region, district or section to suit operational needs.
- (ii) Ordinary hours of work may extend up to 10 hours on any one day.

10.3 Part-time Hours

Employees may work on a part-time basis, subject to the provisions of Part 5 of the *Industrial Relations Act 1996*, provided that:

- (i) the ordinary hours of duty are agreed between the employee concerned and the Department or the Office and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned ;
- (ii) the ordinary working hours are fixed at not less than 4 hours per day worked; and
- (iii) the Department or the Office will inform the relevant Union of the hours fixed for part time employees. The Union shall have 7 working days from the date of being advised to object to the agreement through the dispute procedures prescribed by clause 19. The Union will not unreasonably object to an agreement under this subclause.

11. Overtime

11.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

- (a) in excess of 501 hours per settlement period ; and/or
- (b) outside the span of hours, as established for each employee under clause 11.

Overtime will only be payable for time on duty at the worksite (notwithstanding the provisions of subclause 14.3).

11.2 Employees to Work Reasonable Overtime

- (i) Subject to paragraph 11.2(ii), the appropriate Secretary may require an employee to work reasonable overtime at overtime rates.
- (ii) 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.

For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study commitments;
- (c) the urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the appropriate Secretary of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

11.3 Overtime Rates

Overtime will be paid for at the rate of time and a half for the first 2 hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime; provided that double time will be paid for all work performed on Sundays and double time and a half shall be paid for all work performed on public holidays.

11.4 Minimum Periods

An employee who works overtime:

- (i) on a Saturday, Sunday or public holiday; or
 - (ii) by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,
- shall be paid for no less than 4 hours' work, at the appropriate rate.

11.5 Break from Duty

Following completion of overtime, an employee shall either:

- (i) be released from resuming ordinary duty for an unpaid period of 10 consecutive hours, excluding travel; or
- (ii) if required to resume or continue working without having had an unpaid break of 10 consecutive hours, excluding travel, be paid at the rate of double time until such a break is given.

Provided that, if the provision of an unpaid break under this subclause results in an employee performing less than 38 ordinary hours of duty in a week (paid at either ordinary or any other loaded rate), then any shortfall shall be paid at ordinary rates.

11.6 Meal Breaks

- (i) Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 p.m., shall be paid overtime rates for all time worked between 1.00 p.m. and the time when they do receive a meal break of no less than 30 minutes.
- (ii) Employees working overtime will be entitled to a paid meal break of 30 minutes:
 - (a) after working 2 hours' overtime following the completion of a full period of ordinary time, where more than 2 hours' overtime is required ;
 - (b) after working every 4 hours' overtime without a meal break; and
 - (c) where overtime on a Saturday, Sunday or public holiday continues after 12.00 noon, the break will occur between 12 noon and 1.00 p.m.

11.7 Meal Allowance

Employees who are directed to work overtime and who, through insufficient notice, need to buy meals shall be paid a meal allowance for any meal break for which they are entitled under paragraph 11.6(ii) at the rates specified in Schedule 3.

For the purposes of this subclause, sufficient notice will be 12 hours prior to commencement of overtime or such lesser period as is reasonable in the circumstances.

12. Rostered Days Off

12.1 Entitlement

- (i) An employee's ordinary hours will be worked on no more than 57 days in each 84-day cycle, Monday to Friday, with 3 days in each period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of 4 weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (ii) An employee who has not worked 57 days in a complete 84-day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

12.2 Scheduling RDOs

- (i) An employee's RDO will be scheduled in advance of each cycle in which it occurs, taking into account the interests of employees and ensuring that the Department' or the Office's operational needs are met having regard to seasonal, climatic and workload factors.
- (ii) With a minimum of 12 hours' notice to affected employees and without penalty to the Department or the Office, RDOs may be rescheduled to satisfy operational needs. Agreed substitute RDOs are to be provided by mutual agreement and may only be deferred under circumstances of emergency.

12.3 Accumulating RDOs

- (i) Employees may accumulate (bank) up to 10 RDOs. Employees will be given an opportunity to take their accumulated RDOs at a time convenient to both the employee and the Department or the Office prior to the end of February in each calendar year.
- (ii) Employees may take their accumulated RDOs by agreement with the appropriate manager:
 - (a) consecutively to a maximum of 10 days; or
 - (b) by working 9-day fortnights; or

- (c) by a combination of these 2 methods.

Employees may agree with their manager to defer taking some of their accumulated RDOs, provided that RDOs are not forfeited and provided that no more than 10 RDOs are accumulated at any one time.

- (iii) Once scheduled, the only circumstances in which a "banked" RDO will be required to be worked is fire or similar state of emergency.

13. Leave

13.1 General Provisions

The Department and the Office shall be bound by the provision of the Uniform Leave Conditions for Ministerial Employees, subject to the amendments and additions specified in this clause.

13.2 Sick Leave

- (i) Sick leave will accrue on a calendar year basis, with the full annual entitlement being available from 1 January each year for employees employed as of that date.
- (ii) New employees who commence after 1 January will receive a pro rata credit for that proportion of the calendar year remaining. Sick leave taken during the first 3 months of employment will only be paid upon the completion of 3 months' service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days' paid sick leave per annum.
- (iii) Unused sick leave entitlements will accrue, in accordance with Ministerial Leave Conditions.

13.3 Parental leave

13.3.A Parental leave for casual employees

- (i) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (ii) An appropriate Secretary 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 the appropriate Secretary in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

13.3.B Communication during Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the appropriate Secretary shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change would have on the status or responsibility level of the role the employee was assigned to before commencing parental leave; and

- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee was assigned to before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the appropriate Secretary 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.
- (iii) The employee shall also notify the appropriate Secretary of changes of address or other contact details which might affect the appropriate Secretary's capacity to comply with paragraph 13.3.4.1 above.

13.3.C Right to request

- (i) An employee entitled to parental leave may request the appropriate Secretary to allow the employee:
 - (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks
 - (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months
 - (c) 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.
- (ii) The appropriate Secretary shall consider the request having regard to the Department's or the Office'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 organisation's business. Such grounds might include cost, lack of adequate replacement employee, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the appropriate Secretary's decision made under 13.3C (i)(b) and 13.3C (i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under 13.3C(i)(a), 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.

13.4 Personal/Carer's Leave

13.4A. Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section 13.4A(iii)(b), shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of subclause 13.2 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and

- (b) the person concerned being:
- (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee 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 stepchild, 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:
 - I. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - II. "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
 - III. "household" means a family group living in the same domestic dwelling.

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

13.4.B Use of Annual Leave

An employee may elect with the appropriate Secretary's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

13.4.C Unpaid Leave for Family Purpose

An employee may elect, with the consent of the appropriate Secretary, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 13.4A(iii)(b) who is ill.

13.4.D Personal Carers entitlement for casual employees

- (i) 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 clause 13.4A(iii)(b) of the Award 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 (iv), and the notice requirements set out in (v).

- (ii) The appropriate Secretary and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the appropriate Secretary to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (b) establish by production of documentation acceptable to the appropriate Secretary 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.

- (v) 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 appropriate Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the appropriate Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the appropriate Secretary within 24 hours of the absence.

13.4.E Bereavement entitlements for casual employees

- (i) 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 subclause (iii)(b) of Clause 13.4C Personal/Carers Leave.
- (ii) The appropriate Secretary and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an appropriate Secretary to engage or not engage a casual employee are otherwise not affected.

13.5 Annual Leave

- (i) An employee may elect, with the consent of the appropriate Secretary, to take annual leave not exceeding 10 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph 13.5(i), shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (iii) Where applicable, an employee and the appropriate Secretary may agree to defer payment of annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

13.6 Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the appropriate Secretary, to take time off in lieu of payment for overtime at a time or times agreed with the appropriate Secretary within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subparagraph 13.6(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with subparagraph 13.6(i), the employee shall be paid overtime rates in accordance with the Award.

13.7 Make-up Time

An employee may elect, with the consent of the appropriate Secretary, 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.

13.8 Public Holidays

Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day, Boxing Day,

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

13.9 Union Picnic Day

- (i) The picnic day will be held during the Christmas - New Year period.
- (ii) All employees will, as far as practicable, be given and will take this day as picnic day and shall be paid therefore as for 8 hours' work at the rates of pay prescribed in this Agreement.

13.10 Recreation Leave Management

- (i) At least 2 consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement in special circumstances.
- (ii) When an employee has achieved an accrual of 30 days' recreation leave (maximum accrual without review is 40 days), their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of the Department or the Office and the needs of the individual.

14. Allowances to Reimburse Expenses

14.1 Reimbursement of Meal Allowances - No Overnight Stay

Expenses incurred by employees when they are directed to travel on official business, including outside their normal working hours, without having to remain away from home base overnight and where meals are not provided by the Department or the Office, will be reimbursed to the level specified under this subclause. This entitlement to reimbursement is in lieu of any allowances which may otherwise apply

under subclause 11.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set out in Schedule 3.

14.2 Reimbursement for Accommodation and Meals - Overnight Stay

- (i) Where the employee is required to stay overnight and accommodation is not provided by the Department or the Office, the employee will be paid the actual cost of living expenses upon production of receipts plus the incidental expenses allowance as per Schedule 3.
- (ii) Where the employee is required to stay overnight and accommodation is provided by the Department or the Office, the employee will be paid the appropriate daily meal allowance plus the incidental expenses allowance as per Schedule 3.

14.3 Travelling Time

- (i) Time spent travelling on official business during ordinary hours of work is regarded as on duty and is comprehended within an employee's minimum rate of pay as prescribed by clause 10. Time spent travelling on official business outside ordinary hours will attract additional payment or compensation, at the employee's ordinary rate of pay, i.e. single time.
- (ii) Where an employee is required to commence and/or finish work at a temporary work location, that is, not at their normal depot or workshop, they may be required to travel up to 20 minutes each way in their own time. Any time spent travelling beyond 20 minutes will be compensated at the employee's ordinary rate of pay, i.e. single time.

14.4 Camping Expenses

- (i) The Department or the Office may elect to provide camping facilities for which a camping allowance is paid. The camping allowance is as prescribed in Schedule 3.
- (ii) Where the employee is required to camp and camping facilities are not provided by the Department or the Office in accordance with paragraph 14.4.(i), the camping equipment allowance prescribed in Schedule 3 shall be paid.

15. Inclement Weather

Definition

For the purposes of this clause, "inclement weather" means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

15.1 Continuation of Work

Appropriate functions can be carried out in inclement weather conditions, provided protective clothing of an agreed standard is issued. Decisions on working in inclement weather will rest with the supervisor after consultation with the employees affected and consistent with sound occupational health and safety principles:

16. First-Aid and Health and Safety Issues

- (i) Where practicable, no less than one of the employees in each work group shall have a recognised qualification in first-aid.
- (ii) A standard first-aid kit shall be provided and maintained by the Department or the Office on all worksites to which this Agreement applies.
- (iii) In the event of any serious accident, happening or serious sickness occurring to any employee whilst at work, in the camp or going to or from the camp, the Department or the Office shall provide transport facilities to the nearest hospital or doctor at its expense.

- (iv) Any employee who is appropriately qualified and is approved by the appropriate Secretary to perform first-aid duty to any work group shall be paid a first-aid allowance in accordance with Schedule 3.

17. Work Apparel

The Department or the Office will issue, free of cost to employees, the following work apparel:

Item	Number
Trousers	4
Shirt (long/short sleeves)	4 (any combination)
Wool jumper	1
Jacket	1

One pair of overalls may be substituted for any pants/shirt combination.

2 sweat shirts may be substituted for the woollen jumper.

When requested by Workshop employees, up to 2 pairs of shorts may be substituted for up to 2 pairs of (long) trousers (to be worn under overalls)

Work apparel will be replaced on a fair-wear-and-tear, new-for-old-exchange basis.

It is a condition of employment that employees must wear the work apparel that is issued to them by the Department or the Office whilst on duty.

Employees will be responsible for the cost of laundering and maintenance of work apparel issue to them.

18. Tools and Protective Clothing

- (i) All tools required by employees shall be provided free of charge by the Department or the Office.
- (ii) The Department or the Office shall supply and the employee will wear, where appropriate, protective equipment and clothing as required by the *Work Health and Safety Act 2011* and Regulations as amended, e.g. hats, eye protection, overalls, etc.
- (iii) Protective equipment and clothing remains the property of the Department or the Office and, on resignation, retirement or dismissal, will be returned to the Department or the Office, if requested.
- (iv) An employee whose protective equipment and clothing is worn, spoiled or damaged due to the circumstances of their employment shall have the clothing replaced at no cost to the employee.

19. Settlement of Disputes

In accordance with the provisions of section 14 of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes:

- (i) Reasonable time limits as defined in clause 3.vi must be allowed for discussion at each level of authority.
- (ii) The employee, employees or their representatives are required to notify the Department or the Office (the supervisor in the first instance) (in writing or otherwise) as to the substance of the grievance/dispute, requesting a meeting with the Department or the Office (Supervisor) for initial discussions and stating the remedy sought.
- (iii) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Department's, the Office or the employee's Director, Industrial Relations or other nominated employee who may arrange for the matter to be discussed with the Union or Unions concerned.

- (iv) Failing settlement of the issue at this level, the matter should be referred to senior management. If the matter remains unresolved and if appropriate, the assistance of the appropriate Secretary may be requested.
- (v) If the matter remains unsolved, it should be referred to the Industrial Relations Commission of NSW under section 130 of the *Industrial Relations Act 1996*.
- (vi) Whilst these procedures are continuing, no stoppage of work or any form of limitation of work (excepting safety-related issues) shall be applied.

20. Anti-Discrimination

- 20.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 20.2 It follows that, in fulfilling their obligations under the dispute resolution 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.
- 20.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 20.4 Nothing in this clause is to be taken to affect:
- (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.
- 20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) The Department or the Office 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."

21. Counselling and Discipline

This clause shall not apply where the actions and/or behaviour of an employee are such as to constitute grounds for dismissal in accordance with subclause 81.

21.1 Early Intervention and Informal Counselling

- (i) Poor performance should be dealt with as performance difficulties are identified. For example:

- (a) agreed goals and targets are not achieved within a reasonable or agreed time;
 - (b) agreed tasks are not performed; or
 - (c) identified skills required are not demonstrated.
- (ii) Informal counselling by the manager/supervisor of the employee should only occur under the following conditions:
- (a) The employee is given reasonable notice of the proposed informal counselling session and the purpose of the session.
 - (b) The manager/supervisor should confine the counselling session to work performance, informing the employee of identified deficiencies in their performance by reference to the employee's work plan. The employee should be given the opportunity to respond to this information, which may or may not resolve the problem. If unresolved, the manager/supervisor will verbally, and in writing, confirm the work performance issues requiring improvement, the targets to be achieved, and the timeframe. The employee will also be informed of the next steps to be followed if improvements to work performance are not achieved within the required timeframe.
 - (c) If possible, the outcome of informal counselling should be agreed by the employee and their manager/supervisor. If the employee disagrees with the manager/supervisor's views on their work performance and/or proposals to improve work performance, they are to be informed of their right to use the agency's grievance and dispute resolution procedures.
 - (d) Resolution of the employee's grievance or dispute may result in the following:
 - no further action in regard to the employee's work performance; or
 - implementation of informal counselling outcomes; or
 - formal counselling if the level of poor work performance cannot be effectively managed by informal counselling or the employee refuses to accept informal counselling outcomes; or
 - administrative action if the work performance has been caused by organisational, personal or external factors.
- Early and effective information counselling in most areas will address work performance problem and inform the employee that poor work performance is unacceptable.

21.2 Formal Counselling and Development of a Performance Improvement Plan

- (i) Formal counselling would normally be required in situations where:
 - (a) performance is still poor after informal supervisory counselling;
 - (b) the poor performance is beyond the scope of informal supervisory counselling;
 - (c) the poor performance exists at a formal feedback point in the annual cycle of performance assessments; or
 - (d) poor performance exists at the end of a probationary period.
- (ii) A formal counselling session would normally be the responsibility of the employee's line manager and conducted:

- (a) at a predetermined time and location;
- (b) with the employee having received adequate written notice of the purpose of the session, who will be in attendance, the poor work performance issues to be canvassed, proposed strategies to address poor work performance, consequences of continued poor performance and the purpose of a performance improvement plan;
- (c) in accordance with the agenda. If there is no identified organisational, personal or external factors or deficiencies that can be attributed to the poor work performance, an agreed documented performance improvement plan should be developed by the manager/supervisor and employee;
- (d) with a support person in attendance (such a Union delegate or colleague) if desired by the employee.

The performance improvement plan should include agreed dates for progress reviews and be signed by the manager/supervisor and employee.

The employee's rights in relation to formal grievance and dispute resolution procedures should be maintained which, depending on the outcome, may result in:

- (a) no further action in regard to the employee's work performance; or
 - (b) implementation of formal disciplinary action if the employee has not good cause or reason to accept formal counselling; or
 - (c) alternative administrative action if the poor work performance is the result of organisational, personal or external problems.
- (iii) At the end of a formal counselling session, the employee and their manager/supervisor should be fully aware of the future management of the employee's work performance.
 - (iv) This information should be summarised in the formulation of a performance improvement plan. The performance improvement plan should be signed and a time agreed for the follow-up meeting. A copy should be given to the employee.

21.3 Follow-up Review of the Performance Improvement Plan

- (i) At the agreed date, the supervisor and employee should review the employee's performance and the remedial action taken as a result of the performance improvement plan.
- (ii) Where it is agreed that the performance is satisfactory, this should be documented and future performance should continue to be assessed through the normal feedback cycle of the performance management system. However, consideration should be given to setting an interim date for further counselling to assist the employee if required.
- (iii) If the employee has failed to improve performance at the agreed date, the supervisor should consider further action including:
 - (a) extension of the review period;
 - (b) transfer to another location at an equivalent grade;
 - (c) use of sanctions; and
 - (d) disciplinary action.
- (i) As in the previous counselling session, the principles of maintaining accurate records, informing those involved and allowing adequate preparation time should be followed.

- (ii) Any decision or recommendation made should be conveyed to the employee in writing and include:
 - (a) the decision or recommendation;
 - (b) a summary of the procedure to date and the basis for the decision;
 - (c) the consequence of the decision and, if applicable, the legislative basis under which any further action is being taken; and
 - (d) advice on how to access further information and assistance if required.
- (i) Where consideration is being given to either extension of the review period, or transfer, the matter should be discussed with the employee and agreement to proceed sought. Otherwise, the agency's grievance and dispute resolution mechanism could be utilised. Failure to agree does not in itself preclude the proposed course of action but should raise serious doubts about the potential for success.

21.4 Use of Sanctions

- (i) If performance remains unsatisfactory after the formulation and review of the performance improvement plan, it may be appropriate to consider the use of sanctions. The use of sanctions is intended to bring about an improvement in the performance of an individual. Sanctions must be related to work performance only. They may include the following:
 - (a) extension of probation period;
 - (b) cancellation of increment;
 - (c) cancellation of flex time; and/or
 - (d) cancellation of access to study leave provisions.
- (ii) Intended or actual use of any sanction must be approved at the appropriate managerial level and documented both in a written statement to the employee and in the revised performance improvement plan.

21.5 Misconduct Action

- (i) Where consideration is being given to disciplinary action, the procedures contained within the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014* shall be followed.

22. Contractors' Protocol

Where work is to be carried out by contract, including subcontract, the Department or the Office will:

- (i) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying Award rates, providing Award conditions and complying with other statutory provisions and the Department's or the Office's specified standards, including but not limited to safe working procedures.
- (ii) on being advised or otherwise becoming aware that a contractor or subcontractor is not paying Award rates, providing Award conditions or complying with any other statutory provisions, the Department or the Office will take necessary action to ensure that the situation is rectified. Should the contractor or subcontractor continue to breach the provision, then appropriate action, including termination of contract, will, if appropriate, be implemented.

23. Agreed Procedures for Market Testing and Contracting Out

Where work is presently carried out by the Department's or the Office's wages employees, the parties agree that the Government's policy on Service Competition will be observed.

24. Ongoing Award Review

- (i) A Single Bargaining Unit (SBU) will be established to monitor the viability of this Award and ensure adherence to the terms contained herein.
- (ii) The appropriateness of this Award and the clauses contained within to the Department or the Office and the Unions will be reviewed by the SBU continually while this Award is operating.
- (iii) This Award will continue to operate after its nominal expiry date unless the Department or the Office or the Union provide one month's notice that it is to expire.
- (iv) The SBU will be responsible for initiating and formulating any amendments to be developed and approved to this Award or replacement Award.
- (v) An Award developed by the SBU under subclause 24(iv) will replace this Award on:
 - (a) the date of commencement of such Award; or
 - (b) another date,as agreed between the Department or the Office and Unions.

25. Deduction of Union Membership Fees

- (i) The Union shall provide the appropriate Secretary with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- (ii) The Union shall advise the appropriate Secretary of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department or the Office at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses 25(i) and 25(ii), the Department or the Office shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the Department or the Office to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Union together with the necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- (v) Unless other arrangements are agreed to by the appropriate Secretary and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

PART B
MONETARY RATES

Schedule 1 - Wage Rates

	Effective from the first full pay period on or after 01 July 20153 (2.5%) \$ per week
Trainee	845.30
Grade I	881.10
Grade II	928.80
Grade III	987.30
Grade IV	1,005.50
Grade V	1,062.20
Grade VI	1,132.20
Grade VII	1,188.70

Schedule 2 - Conservation Field Officers Proposed Tasks/Competency and Grading Alignment

This document outlines the work undertaken by Conservation Field Officers and the appropriate units of competence (competency) that aligns with the roles. The relevant tasks and competencies have been matched to the proposed grading structure.

Work groups have been established to assist all stakeholders to validate the proposed structure. The workgroups are:

Group 1	Farm Operations
Group 2	Water Operations
Group 3	Lands/Park Operations
Group 4	Dam Operations
Group 5	River Operations
Group 6	Fitters Operations
Group 7	Survey Field Operations
Group 8	Building Maintenance Operations
Group 9	Earthmoving Operations

The purpose of this document and format is to establish an understanding of the relationship between the roles undertaken and the competency achieved and the level or grade at which that role will be recognised.

The competencies identified for each work group and grade are nationally endorsed units of competence. The units have been selected from various industry packages as examples of units of competence which reflect the roles undertaken by employees covered by the new consent Award. The selection of the competencies for each grade will be subject to ongoing review and replacement as the nature of roles and technology changes. The identifying codes for each competency indicate the current source industry package. Example competencies have been accessed from packages which include:

Rural Production, RTE03

Amenity Horticulture, RTF03

Conservation and Land Management, RTD02

Water Industry, NWP01

Asset Maintenance, PRM04

Asset Security, PRS03

Civil Construction, BCC03

General Construction, BCG03

Metal and Engineering Industry, MEM98

Public Safety, PUA00

Forest and Forest Products Industry, FPI99

Extractive Industry, MNQ03

Laboratory Operations, PML99

Automotive Industry Retail, Service and Repair

Business Services, BSB01

Transport and Distribution, TDT02

Sea Food Industry, SFI04

Electrotechnology, UTE99

Property Development and Management, PRD01

National Public Services, PSP99

When reviewing the relevant section/s of this document, stakeholders need to confirm that the competencies are representative of the type of roles carried out in their respective workgroups. The refinement of identifying the specific competencies to roles will be addressed in the transitional arrangements which will proceed outside the formal Award.

Following is the grading structure and the proposed task/competency alignments for each work group:

COMPETENCY/GRADING ALIGNMENT CONSERVATION FIELD OFFICERS

Trainee

Entry/induction training to align with achieving Grade 2 competencies.

Grade 1

Achievement of a selected number of Entry Level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

This grade equates to about half of Grade 2 requirements.

Grade 2

Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operational tasks.

Completion of competencies at this level predominantly fit with to national certificate AQF Level.

Grade 3

Achievement of limited number of operational competencies selected from a higher level.

Enables an employee to be recognised for specialisation which may not be required full-time.

Reflects work undertaken mainly at Level 2 with some additional competencies from Level Grade 3.

Grade 4

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.

Predominantly equates with national certificate AQF Level 3.

Grade 5

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills. Some work is from a higher level.

Predominantly equates to a higher national certificate AQF Level 3.

Grade 6

Specialised competencies required to progress to this grade.

Roles undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of broad unpredictable problems and skill in a range of areas with depth in some.

Roles undertaken at this level equates to AQF Level 4 and reflects the application of technical skills to a range of situations.

Grade 7

Specialised competencies required to progress to this grade.

Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

Predominantly equates with to a higher national certificate AQF Level 4.

Trainee:

Entry/induction training to align with achieving Grade 2 competencies.

Completion of relevant induction training program to be confirmed in transitional arrangements.

Grade 1 Progression Criteria:

Achievement of a selected number of entry level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

This grade equates to about half of Grade 2 requirements.

The requirements for progression from Trainee to Grade 1 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 2 Progression Criteria:

Achievement of additional competencies required.

Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operation tasks.

Completion of competencies at this level align to national certificate AQF Level 2.

The requirements for progression from Grade 1 to Grade 2 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 3:

Achievement of limited number of operational competencies selected from a higher level.

Enables an employee to be recognised for specialisation which may not be required on an ongoing basis .

Reflects roles undertaken between Grade 2 and Grade 4.

The requirements for progression from Grade 2 to Grade 3 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 4:

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.

Aligns to national certificate AQF Level 3.

The requirements for assignment to a role at Grade 4 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 5:

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well developed skills. Some work is from a higher level

Aligns to higher national certificate AQF Level 3.

The requirements for assignment to a role at Grade 5 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 6:

Achievement of additional competencies required.

Roles undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of unpredictable problems and skill in a broad range of areas with depth in some.

Aligns to national certificate AQF Level 4.

The requirements for assignment to a role at Grade 6 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading.

Grade 7:

Achievement of additional competencies required.

Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

Aligns to higher level national certificate AQF Level 4.

The requirements for assignment to a role at Grade 7 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading

Schedule 3 - Allowances

Table A - Work Related Allowances

(Subject to variations to Schedule C of the *Crown Employees Wages Staff (Rates of Pay) Award*)

Clause No.	Description and Authority	Amount 1st pp after 1/7/15 \$
9.6	Supervision Allowance	43.84 Per week
16	First Aid Allowance	3.23 per day

Table B - Expenses Related Allowances

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the *Crown Employees (Public Service Conditions of Employment) Award*)

Clause No.	Description and Authority	Amount (1.7.2015) \$
11.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	28.80 28.80 28.80
14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	25.90 29.15 49.65
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by Department or the Office.	18.75 per day
14.4 (i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	31.15 per night 41.15 per night 9.80 per night
14.4 (ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	30.85 per night 5.20 per night

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE (TEACHERS AND RELATED EMPLOYEES) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 724 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|--|
| 1. | Arrangement |
| 2. | Statement of Intent |
| 3. | Dictionary |
| 4. | Professional Responsibilities of Teachers |
| 5. | Duties as Directed |
| 6. | Teachers and Related Employees - Annual Review |
| 7. | Performance Management for Operations Managers |
| 8. | Salaries |
| 9. | Salary Packaging |
| 10. | Salary Scale Progression Arrangements |
| 11. | Allowances |
| 12. | Unpaid Absences |
| 13. | Part-Time Work |
| 14. | Hours |
| 15. | Averaging of Hours |
| 16. | Annual Leave and Weeks of Non-Attendance |
| 17. | Sick Leave |
| 18. | Family and Community Service Leave |
| 19. | Personal/Carer's Leave |
| 20. | Adoption, Maternity and Parental Leave |
| 21. | Conditions of Employment - Casual Teachers |
| 22. | Professional Development |
| 23. | AMES Year |
| 24. | Transfer Procedures |
| 25. | Anti-Discrimination |
| 26. | Dispute Resolution Procedures |
| 27. | Goods and Services Tax |
| 28. | Flexible Working Arrangements |
| 29. | Deduction of Union Membership Fees |
| 30. | No Further Claims |
| 31. | Secure Employment Test Case - Work Health and Safety Obligations |
| 32. | Annual Leave Loading |
| 33. | Sick Leave - Workers Compensation |
| 34. | Special Leave |

35. Trade Union Activities Regarded as Special Leave
36. Trade Union Activities Regarded as On Duty
37. Trade Union Training Courses
38. Leave for Matters Arising from Domestic Violence
39. Lactation Breaks
40. Leave without pay
41. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates

2. Statement of Intent

- 2.1 The purpose of this award is to provide salaries and conditions of employment for AMES teachers and related employees that will:
 - 2.1.1 attract and retain highly skilled employees
 - 2.1.2 acknowledge the professional status and responsibilities of AMES teachers and related employees and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services;
 - 2.1.3 support the active involvement and participation of AMES teachers and related employees in the professional growth of the organisation;
 - 2.1.4 take into account the changes that are taking place in respect of AMES service delivery;
 - 2.1.5 take into account the specific funding and contractual arrangements that may apply to AMES and the competitive environment in which it operates.
- 2.2 Except where specific provision is otherwise made in this award, the administration of attendance, leave and absences of AMES teachers and related employees shall be managed in accordance with the relevant provisions of the Government Sector Employment Regulation 2014.

3. Dictionary

- 3.1 "AMES" means the New South Wales Adult Migrant English Service.
- 3.2 "Casual Teacher" means a person employed to teach a course or courses on an hourly basis. A "400 hour Casual Teacher" means a casual teacher who has completed the equivalent of 400 hours teaching service in any teaching year. A "Less than 400 hour Casual Teacher" means a casual teacher who has completed less than 400 hours teaching service in any teaching year.
- 3.3 "Degree Course" means a university or college of advanced education degree course approved by the Director.
- 3.4 "Department" means the Department of Education.
- 3.5 "Director" means the Director Community and Migrant Education.
- 3.6 Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- 3.7 "Educational Counsellor" means an ongoing or temporary employee employed, or seconded as such.

- 3.8 "Education Officer" means an ongoing or a temporary employee, employed or seconded as such.
- 3.9 "Equivalent" when referring to qualifications means qualifications and/or experience deemed by the Director to be equivalent to specified qualifications.
- 3.10 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch.
- 3.11 "Five Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree with honours of a recognised university which requires a minimum of four years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.12 "Four Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree of a recognised university or college which requires a minimum of three years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.13 "Full-time Temporary Teacher" means a person employed as such under Section 43 of the Government Sector Employment Act 2013.
- 3.14 "Graduate" means a person who has obtained a degree of a recognised university or college or possesses qualifications deemed by the Director to be equivalent to such a degree.
- 3.15 "Ongoing employee" means a person employed in any capacity under Part 4, of the Government Sector Employment Act 2013, and includes an employee on probation but does not include a temporary employee.
- 3.16 "Operations Manager" means an employee employed as such.
- 3.17 "Ongoing Teacher" means an employee employed as such in the AMES pursuant to the provisions of the Government Sector Employment Act 2013.
- 3.18 "Program" means a learning arrangement or composite of learning arrangements under the management of Teaching Centre Manager.
- 3.19 "Region" means an area designated as such by the Director including one or more venues.
- 3.20 "Secretary" means the Secretary of the Department of Education.
- 3.21 "Senior Education Officer" means an ongoing employee or a temporary employee employed or seconded as such.
- 3.22 "Teacher" means an ongoing, temporary or casual employee employed as such.
- 3.23 "Teachers and related employees" means all ongoing and temporary employees covered by this award and includes casual, ongoing and full-time temporary teachers, education officers and senior education officers, co-ordinators of studies, co-ordinators of course information and admissions and operations managers.
- 3.24 "Teaching Centre" means a location designated as such by the Director that may include one or more teaching venues.
- 3.25 "Teaching Centre Manager" means an ongoing employee or temporary employee assigned or seconded as such.
- 3.26 "Teaching Services Coordinator" means an ongoing employee or temporary employee assigned or seconded as such.

- 3.27 "Temporary Employee" means a person temporarily employed under Section 43 of the Government Sector Employment Act 2013.
- 3.28 "Year of Service" means full-time employment for a period of 52 weeks or the equivalent. Future employees shall be deemed to have the incremental status indicated by the rate of pay at which they are employed.

4. Professional Responsibilities of Teachers

- 4.1 In order to foster and sustain a collaborative professional culture and in keeping with their professional status and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services, teachers shall as part of their professional responsibilities:
- 4.1.1 maintain and exhibit the highest standards of conduct;
- 4.1.2 ensure that in the performance of their teaching and associated duties, AMES policies, standards and practices are observed;
- 4.1.3 work collaboratively with their colleagues in helping to ensure that essential organisational goals and objectives are met;
- 4.1.4 provide peer support and leadership to less experienced teachers or to teachers experiencing performance difficulties;
- 4.1.5 participate in working groups and staff meetings as required, to develop and enhance professional knowledge and to improve practices and procedures;
- 4.1.6 contribute to the development of curricula, teaching materials and resources which support the achievement of excellence in the delivery of teaching and training programs and related services; and
- 4.1.7 participate in the ongoing moderation of the assessment of student achievements.

5. Duties as Directed

- 5.1 The Director or her/his nominee may direct any employee to carry out such duties as are within the limits of the person's skill, competence and training consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- 5.2 The Director or her/his nominee may direct any employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 5.3 Any directions issued by the Director pursuant to this clause shall be consistent with the Director's responsibility to provide a safe and healthy working environment.
- 5.4 The Director may from time to time deploy teachers to duties other than face-to-face teaching duties in accordance with guidelines designed to increase the efficiency of AMES. Deployments will be for a predetermined period not exceeding one year.
- 5.5 Teachers perform a broad range of duties that include the following activities:

Direct Teaching Activities	Duties Related to Teaching
Direct teaching activities include but are not limited to: face to face teaching in any environment or setting, including but not limited to: classrooms,	Duties related to teaching include but are not limited to: preparation; marking; assessment and recording of student learning

individual learning centres, educational computer rooms, workshops, industry, in the field; distance mode and online; assessment of new students; workplace training and assessment.	outcomes; support and advice to clients; attendance administration; course development and review; training and professional development; development of learning materials; attendance at staff meetings and moderation sessions; recognition of prior learning; referral of new students; workplace consultancy and advisory services; work placement coordination and supervision.
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- 5.6 Education Officers, Senior Education Officers and Operations Managers perform a range of duties as stated in their Statement of Duties.

6. Teachers and Related Employees - Annual Review

- 6.1 To provide feedback on performance, the Director or nominee will ensure that the performance of all teachers and related employees, except casual teachers and their manager or nominee, is appraised by annual review.
- 6.2 This annual review shall be supported by:
- (i) conferences between the teacher or related employee and their manager or nominee;
 - (ii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate; and
 - (iii) for teachers, observations of educational programs.
- 6.3 The annual review for teachers and related employees shall be reported by way of a NSW AMES Teachers and Related Employees Assessment Review Form.
- 6.4 Concerns about the performance and or conduct of teachers and related employees shall be managed in accordance with the Government Sector Employment Act 2013

7. Performance Management for Operations Managers

- 7.1 The performance of operations managers shall be reviewed annually under a performance management scheme.
- 7.2 The objectives of the performance management scheme for operations managers are to:
- 7.2.1 establish clear individual performance goals linked to, and consistent with, AMES goals and priorities and regional plans and objectives;
 - 7.2.2 identify each employee's current and medium term development needs and career goals and develop strategies to support these;
 - 7.2.3 assist with the achievement of AMES long term objectives and annual priorities;
 - 7.2.4 provide for each employee a valid basis for performance assessment against job-related criteria;
 - 7.2.5 provide job-related guidance and performance feedback in a continuing way.
- 7.3 Appropriate training will support the implementation of the scheme.

- 7.4 Concerns about the performance and or conduct of operations managers shall be managed in accordance with the Government Sector Employment Act 2013.

8. Salaries

- 8.1 The salaries and other rates that apply to teachers, education officers, senior education officers and operations managers shall be paid in accordance with this clause and Tables 1 and 2 of Part B of this award.

9. Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Part B, Table 1 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

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

- 9.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 9.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

9.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

9.3.2 any administrative fees.

- 9.4 Where the employee makes an election to salary package, the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

9.4.1 Superannuation Guarantee Contributions;

9.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

9.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

10. Salary Scale Progression Arrangements

- 10.1 Ongoing teachers and full-time temporary teachers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that teachers who are four-year trained or five-year trained shall commence on the common salary scale at a level not less than:

Four-year trained	2nd salary level
Five-year trained	3rd salary level

- 10.2 Education officers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that graduate education officers - not teacher-trained and graduate education officers - teacher-trained, shall commence on the common salary scale at a level not less than:

Graduate - not teacher-trained	2nd salary level
Graduate - teacher-trained	3rd salary level

- 10.3 Employees shall be entitled to progress after each 12 months of service along the salary steps of the common salary scale, subject to the employee demonstrating continuing satisfactory performance in accordance with the Teacher Quality - Annual Review provisions set out in clause 6.
- 10.4 Any employee whose initial employment is approved on or after 1 January 1992, and who does not satisfy the teacher training requirements as determined by the Director, will not progress more than two salary steps along the common salary scale.

11. Allowances

- 11.1 An education officer who:

11.1.1 has completed 12 months service at the salary prescribed on the maximum of the common salary scale; and

11.1.2 has demonstrated to the satisfaction of the Director by the work performed, its quality and the results achieved, that the aptitude and abilities of the employee warrant additional payment;

shall be paid an allowance as set out in Item 1 of Table 2 - Other Rates of Part B, Monetary Rates, and after a further 12 months an additional allowance as set out in the said Item 1. This allowance shall count as salary and be paid for all purposes.

- 11.2 The Teaching Centre Manager may nominate a teacher to undertake responsibilities associated with the supervision and administration of smaller teaching venues and/or smaller evening or weekend teaching programs.
- 11.3 A teacher nominated by the Teaching Centre Manager who accepts and undertakes such responsibilities shall for the period that the responsibilities are undertaken be paid an allowance as set out in Item 2 of Table 2 - Other Rates, of Part B, Monetary Rates. This allowance shall not count as salary.
- 11.4 The Director may release the nominated teacher from face-to-face teaching duties as necessary to undertake these responsibilities.

12. Unpaid Absences

- 12.1 Unpaid absences in excess of five days per annum shall not be taken into account for the purposes of calculating length of service except in relation to leave approved pursuant to subclause 19.2.

13. Part-Time Work

- 13.1 Any ongoing employee may apply to work part-time at any time, subject to the appropriate work being available for the position and it being convenient to AMES.
- 13.2 Arrangements of between 0.2 and 0.8 equivalent full-time may in general be worked in patterns mutually convenient to the AMES and the teacher.
- 13.3 Part-time teachers shall be required to undertake, on a pro-rata basis, the full range of duties undertaken by full-time teachers.
- 13.4 Salary and conditions for approved part-time work shall attract a pro-rata entitlement of that associated with full-time ongoing or temporary employment.

13.5 "Pro-rata entitlement" shall be taken to mean a calculation in which the quantum of hours, leave, pay or other remuneration is determined by multiplying the quantum applicable to full-time teachers by the appropriate equivalent full-time (e.g. 0.2 to 0.8).

13.6 Service shall not be regarded as having been broken by ongoing part-time work.

14. Hours

14.1 The daily span of working hours for teachers, education officers, senior education officers, and operations managers is between 6.00 a.m. and 10.00 p.m. on Monday to Saturday inclusive. Teachers and related employees who are required as part of their program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.

14.2 Teachers, education officers and senior education officers may elect to work on a Sunday or on a Monday to Friday between the hours of 10.00pm and 7.30am but shall not be directed to do so.

14.3 A teacher may apply to the Director to exclude Saturday from their ordinary attendance pattern for a period not exceeding 12 months on compassionate grounds where there are exceptional and compelling circumstances. Written applications for such exclusion must contain full and substantiated grounds and supporting documents, where appropriate.

14.4 The standard hours of attendance for ongoing and full-time temporary teachers shall be 30 hours per week inclusive of 20 face to face teaching hours per week, except where such face to face teaching hours are reduced with the approval of the Director for the purpose of undertaking alternative duties.

14.5 The standard hours of attendance for education officers, senior education officers and operations managers shall be 35 hours per week.

14.6 Standard hours of attendance excludes time taken for meal breaks.

14.7 Ordinary attendance patterns within the daily span of hours for teachers, education officers and senior education officers shall be arranged by their manager.

14.8 Teachers shall be invited to submit their attendance pattern preferences in June and December each year. In arranging ordinary attendance patterns within the daily span of hours Teaching Centre Managers shall, to the extent possible and practicable, accommodate such preferences. Where there are difficulties in accommodating attendance pattern preferences there will be consultation with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the Teaching Centre Manager shall apply the principle of rotation and no teacher shall unreasonably refuse.

14.9 Teachers and related employees may be required to work on any five days from Monday to Saturday as part of their program. However, with the approval of the Teaching Centre Manager and subject to AMES requirements being met, a teacher's ordinary attendance pattern may be undertaken across four days and/or day/evening configuration.

14.10 The hours of attendance for non-teaching duties may be arranged by teachers in consultation with the Teaching Centre Manager provided that the requirements of AMES are met at all times.

14.11 Face-to-face teaching hours required to be worked by ongoing and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 7.30 am Monday to Friday.

14.12 Work undertaken by ongoing and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:

6.00 am and 5.30 pm Saturday.

- 14.13 Work undertaken by ongoing and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at double time of their ordinary rate:

5.30 pm Saturday to 6.00 am Monday;

10.00 pm to 6.00 am weekdays;

Midnight Friday to 6.00 am Saturday.

- 14.14 Face to face teaching that is undertaken by a full time temporary teacher that is in excess of their 20 hours of face to face teaching per week shall be paid at time and one quarter of the teacher's normal salary rate.

15. Averaging of Hours

- 15.1 Notwithstanding the provisions of subclause 14.4 of clause 14 Hours, the 20 face to face teaching hours per week may be averaged on a semester or program basis, provided that the arrangement is known in advance and provided that for the duration of the averaging period the teacher shall continue to receive her/his normal fortnightly or weekly pay.
- 15.2 In scheduling such hours the Teaching Centre Manager shall to the extent possible and practicable, accommodate teacher's attendance preference patterns. Where there are difficulties in scheduling such hours, the Teaching Centre Manager shall consult with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the Teaching Centre Manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 15.3 The Teaching Centre Manager shall ensure that the face to face teaching hours in any one week do not exceed 24 per week.
- 15.4 If a teacher leaves the AMES prior to completion of the relevant settlement period an appropriate credit or debit adjustment to the teacher's payment on termination shall be made.
- 15.5 The adjustment shall reflect the difference between the total of the hours actually worked (including any period of approved leave in the relevant period) and the total of the hours that would have been worked in the relevant period but for the averaging arrangement.
- 15.6 Where applicable loadings in accordance with clauses 14.11, 14.12 and 14.13 shall apply to hours worked as part of an averaging arrangement.

16. Annual Leave and Weeks of Non-Attendance

- 16.1 In lieu of the provisions under the Annual Holidays Act 1944 the following classifications of employees shall not be required to attend their place of employment for the number of weeks as set out in the following schedule:

Classification	Annual Leave Weeks	Weeks of Non Attendance and Public Holidays
Ongoing Teacher	4	7
Full-time Temporary Teacher	4	7
Operations Manager	4	Nil
Senior Education Officer	4	Nil
Education Officer	4	Nil

- 16.2 From the date of commencement of this award all public holidays, other than Christmas Day, Boxing Day and New Year's Day which fall within the annual close down period, shall be included in the teacher's non attendance periods with no loss of entitlement to the public holiday.
- 16.3 Except where provision is otherwise made in this award, agreed non-attendance will be deemed to be in lieu of additional work.
- 16.4 Ongoing teachers and full-time temporary teachers who are deployed for periods not exceeding 12 weeks to positions which would otherwise not be in receipt of equivalent leave and agreed non-attendance will retain their leave and agreed non-attendance as provided by clause 16.1 hereof.

17. Sick Leave

- 17.1 Ongoing teachers, full-time temporary teachers, education officers, senior education officers and operations managers shall be entitled to 15 days sick leave per annum with the unused component of the annual entitlement being fully cumulative.
- 17.2 Additional sick leave in the first two years of service:
- 17.2.1 The provisions of this paragraph shall only apply to ongoing and full-time temporary teachers.
- 17.2.2 The maximum grant of additional sick leave during the first 2 years of service is 15 days.
- 17.2.3 Additional sick leave provided by this clause is available at any stage during the teacher's first two years of service but will only be granted in circumstances where:
- (a) there is no current concern regarding the teacher's use of sick leave;
 - (b) all sick leave entitlements have been exhausted.

18. Family and Community Service Leave

- 18.1 The Director shall, in the case of emergencies or in personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.
- 18.2 Such cases may include, but are not limited to, the following:
- 18.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- 18.2.2 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;
- 18.2.3 emergency or weather conditions such as when flood, fire or snow, etc. threaten and/or prevent an employee from reporting for duty;
- 18.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 18.3 Attendance at court by an employee to answer a charge for a criminal offence, if the Director considers the granting of family and community service leave to be appropriate in a particular case.
- 18.4 Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 18.5 Employees who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absences during normal working hours.

- 18.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be the greater of the leave provided in subparagraph 18.6.1 and 18.6.2:
- 18.6.1 two and a half working days in the employee's first year of service and, on completion of the employee's first year of service, five working days in any period of two years;
- 18.6.2 after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service, less the total amount of short leave or family and community service leave previously granted to the employee.
- 18.7 If the available family and community service leave is exhausted as a result of natural disasters, the Director shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with sub clause 19.1 of clause 19 Personal/Carer's Leave, shall be granted when paid family and community service leave has been exhausted.
- 18.9 On the death of a person defined in subparagraph 19.1.3 (b) of clause 19 Personal/Carer's Leave, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.
- 18.9.1 The employee must notify the Director as soon as practicable of the intention to take bereavement leave and will, if required by the Director, provide to the satisfaction of the Director proof of death.
- 18.9.2 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 18.9.3 Bereavement leave may be taken in conjunction with other leave available under paragraphs 19.2, 19.3, 19.4 and 19.5. In determining such a request, the Director will give consideration to the circumstances of the employee and the reasonable operational requirements of the AMES.

19. Personal/Carer's Leave

- 19.1 Use of Sick Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b), who is ill.
- 19.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub paragraph 19.1.3 (b) below, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17 Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 19.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- 19.1.3 The entitlement to use sick leave in accordance with this paragraph is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or

- (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as 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 stepchild, 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 basis; or
- (5) a relative of the employee who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

19.1.4 An employee shall, wherever practicable, give the Director 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 notice of absence, the employee shall notify the Director by telephone of such absence at the first opportunity on the day of absence.

19.2 Use of unpaid Leave for Family Purpose - An employee may elect, with the consent of the Director, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.

19.3 Use of Annual Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.

19.3.1 An employee may elect, with the consent of the Director, subject to the Annual Holidays Act 1944, 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.

19.3.2 Access to annual leave, as prescribed in subparagraph 19.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

19.3.3 An employee may elect with the Director's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

19.4 Use of Time Off in Lieu of Payment for Overtime for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.

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

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

19.4.3 If, having elected to take time as leave in accordance with subparagraph 19.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

19.4.4 Where no election is made in accordance with subparagraph 19.4.1 above, the employee shall be paid overtime rates in accordance with the award.

19.5 Make-up Time - An employee may elect, with the consent of the Director, to work 'make-up time' under which the employee takes time off ordinary hours for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill, 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. Adoption, Maternity and Parental Leave

20.1 Adoption, maternity and parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Government Sector Employment Act 2013 and the Government Sector Employment Regulation 2014 and will be in addition to those set out in the Industrial Relations Act 1996 (NSW) and Regulation.

20.2 On and from 1 January 2006 AMES teachers and related employees shall be entitled to adoption, maternity and parental leave in accordance with the relevant provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 published 7 December 2012 (375 I.G. 86) as varied, or its successor.

20.3 Right to Request

20.3.1 An employee entitled to adoption, maternity and parental leave may request the Director to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (c) 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.

20.3.2 The Director shall 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 Director's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

20.3.3 The employee's request and the Director's decision made under 20.3.1 (b) and 20.3.1 (c) must be recorded in writing.

20.3.4 Where an employee wishes to make a request under 20.3.1(c), 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.

20.4 Communication During Adoption, Maternity and Parental Leave

20.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a significant change at the workplace, the Director shall take reasonable steps to:

- (a) 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
- (b) 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.

20.4.2 The employee shall take reasonable steps to inform the Director 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.

20.4.3 The employee shall also notify the Director of changes of address or other contact details which might affect the Director's capacity to comply with 20.4.1.

21. Conditions of Employment - Casual Teachers

21.1 Annual Leave

No casual teacher shall receive annual leave, as a component for leave is included in the hourly rates.

21.2 Leave Loading

Casual teachers are not entitled to receive a leave loading.

21.3 Sick Leave

21.3.1 As at the date of the recommendation made by the Industrial Relations Commission on 8 May 2009 related to IRC Matter Number 2338 of 2009, casual teachers are not entitled to receive sick leave.

21.3.2 Notwithstanding, 21.3.1 a casual teacher who, prior to 8 May 2009 had an unused sick leave accrual, shall be entitled to access this accrual. Once a casual teacher exhausts their existing unused sick leave accrual no further paid sick leave will be granted.

21.4 Family and Community Services Leave

21.4.1 There is no entitlement to family and community services leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in any teaching year, a casual teacher is eligible to apply for family and community services leave for extraordinary and pressing absences on rostered working days.

21.4.2 Within a teaching year, entitlement will accrue as follows:

400 - 531 hours of duty	6 hours leave
532 - 799 hours of duty	8 hours leave
800 + hours of duty	12 hours of leave

21.4.3 Unused credit shall not carry over from one year to another. Service shall not carry over from one year to the next, for the purposes of determining entitlement.

21.5 Special Leave

21.5.1 There is no entitlement to special leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in a teaching year, a casual teacher is eligible to apply for special leave for absences of the nature of those listed below and which occur on rostered working days:

- (a) interpreting in court;
- (b) examination in a course of study;
- (c) graduation;
- (d) State emergencies;
- (e) jury service;
- (f) blood donation (if not possible in own time); and
- (g) any other reason which in the opinion of the Director warrants the grant of special leave.

21.5.2 Service shall not carry over from one year to the next, for the purposes of determining entitlement.

21.6 Parental Leave

21.6.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act 1996, if they meet the definition of a regular casual employee (see section 53 (2) of the Industrial Relations Act 1996). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

21.6.2 The Director 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 the Director in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

21.7 Leave Without Pay - Casual teachers are not granted leave without pay.

21.8 Study Leave - Casual teachers are not granted leave for study.

21.9 Personal Carers Leave

21.9.1 Casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 19.1.3 (b) of the award 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 in 21.9.4(a), and the notice requirements set out in 21.9.4(b).

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

21.9.3 The Director must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the Director to engage or not to engage a casual teacher are otherwise not affected.

21.9.4 The casual teacher shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Director or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the casual teacher.

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

21.9.5 The casual teacher must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director of their inability to attend for duty. If it is not reasonably practicable to inform the Director during the ordinary hours of the first day or shift of such absence, the casual teacher will inform the Director within 24 hours of the absence.

21.10 Bereavement entitlements for casual teachers

21.10.1 Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member described in clause 19.1.3 (b) of the award on production of satisfactory evidence (if required by the Director).

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

21.10.3 The Director must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the Director to engage or not engage a casual teacher are otherwise not affected.

21.10.4 The casual teacher must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director of their inability to attend for duty. If it is not reasonably practicable to inform the Director during the ordinary hours of the first day or shift of such absence, the casual teacher will inform the Director within 24 hours of the absence.

21.11 Non-engagement on Attendance - Where a casual teacher reports for duty in a particular engagement on any day on the basis of a request by an authorised employee and is then advised that her/his services are not required, then the casual teacher shall be entitled to payment for that engagement at the appropriate rate.

21.12 Payment

21.12.1 A casual teacher shall attend and be paid only for face-to-face teaching in one or more engagements.

21.12.2 Casual teachers who perform duty after 5.30 pm or on a weekend shall be paid at the hourly rate of pay appropriate to their classification and year of service.

21.13 Incremental Progression - a casual teacher on completing a year of service, irrespective of breaks in that service, shall be entitled to progress to the next incremental step on the common salary scale.

22. Professional Development

22.1 AMES and the Federation confirm a commitment to training and development for all teachers and related employees. Teachers and related employees recognise the importance of maintaining and updating their skills. AMES recognises its obligations to provide teachers and related employees with opportunities to maintain and update their skills.

- 22.2 It is the aim of AMES and the Federation that the teachers and related employees of AMES shall be provided with opportunities for training and development so that they will continue to form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.
- 22.3 In order to develop their skills and to meet the aims and objectives of AMES, teachers and related employees may be provided with the opportunity to move between tasks and functions consistent with their classifications and positions. Such opportunities shall be identified in consultation with teachers and related employees having regard to the professional and career development needs of individuals, target groups, efficient organisation of work and personal considerations.
- 22.4 AMES will facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities.

23. Ames Year

- 23.1 The AMES Year means a period of 50 weeks, excluding the two-week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 23.2 Within the 50 weeks of operation, courses will be scheduled to maximise use of existing accommodation and facilitate access for students.
- 23.3 In each preceding year, Teaching Centre Managers will provide program managers with a plan of courses appropriate to the region for the next academic year.
- 23.4 Subject to Clause 23.5, from the date of commencement of this award, annual leave accrued by teachers during the year must be cleared by 1 February of the following year.
- 23.5 In exceptional circumstances a teacher may be granted permission by the Director to accrue a limited amount of annual leave to meet the exigencies of the particular situation. Any such application must be in writing to the Director and set out the nature of the exceptional circumstances relied upon.
- 23.6 Teachers who elected to accrue annual leave prior to or in 2009 shall be entitled to take such accrued leave, but may only do so in course blocks or in configurations arranged on an agreed basis between the teacher and the operations manager, taking into account the need to minimise disruption to educational programs.
- 23.7 No teacher may be directed to teach beyond eleven consecutive weeks without taking a course break of at least one week.

24. Transfer Procedures

- 24.1 Requested Transfers
- 24.1.1 This procedure provides for transfer of an ongoing teacher at the request of the teacher.
- 24.1.2 An ongoing teacher may apply at any time in writing to transfer from one teaching centre to another.
- 24.1.3 A register of transfer applications will be maintained for each teaching centre. The register will be published annually and a copy forwarded to each teaching centre.
- 24.1.4 Transfer applications will be ranked according to date of receipt. Where two or more requests are received on the same date priority in ranking will be determined on the basis of the closest recorded home address to the vacancy to be filled.
- 24.1.5 Transfers of eligible teachers will take place once each year on a nominated transfer date prior to the nominal first course date in each year.

24.1.6 To be eligible for transfer a teacher must at the date of transfer be on duty or on a form of approved leave.

24.1.7 A teacher who is offered a transfer for which that teacher has applied shall be removed from all transfer registers.

24.1.8 Requested Transfers will be published in the Staff Bulletin.

24.2 Operational Transfers

24.2.1 Operational transfers may be directed by the Director at any time in order to meet AMES operational requirements.

24.2.2 Except in cases where there are special fitness requirements, for example, a requirement for bilingual teaching, when it is necessary to effect an operational transfer the Director shall first offer the transfer in accordance with the transfer register. If the transfer is not accepted, or if there are no applications for transfer, the Director shall offer the transfer to all teachers in the teaching centre from which the transfer is to be made. If the transfer is not accepted, or if there are two or more applications for transfer, the Director shall nominate for transfer the teacher with the closest recorded home address to the vacancy to be filled.

24.2.3 In cases where there is a special fitness requirement the Director shall firstly offer the transfer to all teachers who meet the special fitness requirement. If the transfer is not accepted or if two or more applications to transfer are received, the Director shall nominate for transfer the teacher who meets the special fitness requirement with the closest recorded home address to the vacancy to be filled.

24.2.4 A teacher nominated for operational transfer shall be given a minimum of two weeks notice before they are required to transfer.

24.2.5 A teacher may apply to the Director to be excluded from operational transfer on compassionate grounds for up to twelve months where there are exceptional and compelling circumstances. Applications for exclusion from operational transfer must contain full and substantiated grounds and supporting documents, where appropriate.

24.2.6 Operational transfers shall be considered temporary until the nominated transfer date in each year, at which time the transfers shall be offered in accordance with the procedures set out in subclause 24.1. If a transfer that is offered in accordance with subclause 24.1 is not accepted, the operational transfer will be confirmed and will cease to be considered temporary.

25. Anti-Discrimination

25.1 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.

25.2 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.

25.3 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.

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

- 25.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 25.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 25.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 25.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

26. Dispute Resolution Procedures

- 26.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
 - 26.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
 - 26.1.2 The supervisor shall discuss the matter with the employee and/or the Federation's representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - 26.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute, or in relation to matters where it is inappropriate, or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with the Director or the Director's nominee with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
 - 26.1.4 Where the procedures in paragraph 26.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Secretary, Corporate Services of the Department and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 26.2 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission of New South Wales.
- 26.3 While the dispute resolution procedure is being followed, the status quo will remain. The status quo is the situation which prevailed before the cause of the dispute.
- 26.4 Where the subject of the dispute involves the Director or the Director's nominee, the matter may be referred to the Deputy Secretary with responsibility for Corporate Services/Secretary as appropriate.

27. Goods and Services Tax

- 27.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the Industrial Relations Act 1996) having regard to the impact on wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

28. Flexible Working Arrangements

- 28.1 Subject to the operating needs of AMES, where possible, employees should be assisted to deal with family responsibilities through flexible leave and working arrangements in accordance with current Government policy.

29. Deduction of Union Membership Fees

- 29.1 The Federation shall provide the employer with a schedule setting out Federation fortnightly membership fees payable by members of the Federation in accordance with the Federation's rules.
- 29.2 The Federation shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 29.3 Subject to 29.1 and 29.2 above, the employer shall deduct Federation fortnightly membership fees from the pay of any employee who is a member of the Federation in accordance with the Federation's rules, provided that the employee has authorised the employer to make such deductions.
- 29.4 Monies so deducted from employees' pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' Federation membership accounts.
- 29.5 Unless other arrangements are agreed to by the employer and the Federation, all Federation membership fees shall be deducted on a fortnightly basis.
- 29.6 Where an employee has already authorised the deduction of Federation membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

30. No Further Claims

- 30.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2016, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this award.

31. Secure Employment Test Case - Work Health and Safety Obligations

- 31.1 For the purposes of this clause, the following definitions shall apply:
- 31.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 31.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 31.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 31.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 31.2.2 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.

- 31.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 31.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 31.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 31.4 Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- 31.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

32. Annual Leave Loading

- 32.1 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 subclause. Subject to the provisions set out in subclauses 32.2 to 32.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 32.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- 32.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 32.2.2 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 shall continue to be paid on a maximum of 4 weeks leave.
- 32.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 32.3.1 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
- 32.3.2 17½% annual leave loading.
- 32.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall 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.
- 32.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 32.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 32.6.1 Annual leave loading shall 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 (2) consecutive weeks recreation

leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

32.6.2 If at least two weeks leave, as set out in paragraph 32.6.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.

32.6.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 32.6.1 of this subclause, is taken.

32.6.4 A staff member who has not been paid the annual leave loading for the previous leave year, shall 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.

32.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

33. Sick Leave - Workers Compensation

33.1 The Secretary shall advise each staff member of the rights under the Workers Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

33.2 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 shall be required to lodge a claim for any such compensation.

33.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Secretary shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.

33.4 The Secretary will ensure that, once received by the Department, a staff member's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.

33.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Secretary shall 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.

33.6 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 shall be restored to the credit of the staff member.

33.7 If a staff member notifies the Secretary that he or she does not intend to make a claim for any such compensation, the Secretary shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

33.8 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 shall 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.

- 33.9 If the Secretary 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 the 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 shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 33.10 If there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to Part 3, Division 9 of the *Workers Compensation Act 1987*, no further sick leave shall be granted on full pay for injuries covered by the commutation.
- 33.11 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:-
- 33.11.1 The staff member's claim for workers compensation;
 - 33.11.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 33.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 33.11.4 Action taken by the Secretary 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.

34. Special Leave

34.1 Special Leave - Jury Service

- 34.1.1 A staff member shall, as soon as possible, notify the Secretary of the details of any jury summons served on the staff member.
- 34.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Secretary 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.
- 34.1.3 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 Secretary shall 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 Secretary shall grant, at the sole election of the staff member, available recreation leave on full pay or leave without pay.

34.2 **Witness at Court - Official Capacity** - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. 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 shall be paid by the Department.

34.3 **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) shall:

- 34.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 34.3.2 Pay into the Treasury 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.

- 34.3.3 Federation Witness - a staff member called by the Federation to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Department for the required period.
- 34.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 34.5 Special Leave - Examinations -
- 34.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Secretary.
- 34.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 34.5.3 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.
- 34.6 Special Leave - Federation Activities - Special leave on full pay may be granted to staff members who are accredited Federation delegates to undertake Federation activities as provided for in clause 35, Trade Union Activities Regarded as Special Leave of this award.
- 34.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or leave without pay, if the operational requirements allow.
- 34.8 Return Home When Transferred to New Location -- Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 34.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 34.10 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 38, Leave for Matters Arising From Domestic Violence, have been exhausted, the Secretary shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

35. Trade Union Activities Regarded as Special Leave

- 35.1 The granting of special leave with pay will apply to the following activities undertaken by a Federation delegate, as specified below:
- 35.1.1 Annual or biennial conferences of the Federation;
- 35.1.2 Meetings of the Federation's Executive, Committee of Management or Councils;
- 35.1.3 Annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

- 35.1.4 Attendance at meetings called by Unions NSW involving the Federation which requires attendance of a delegate;
- 35.1.5 Attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 35.1.6 Giving evidence before an Industrial Tribunal as a witness for the Federation;
- 35.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 35, 36 and 37 apply.

36. Trade Union Activities Regarded as On Duty

- 36.1 A Federation delegate will be released from the performance of normal Departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Federation delegate will be regarded as being on duty and will not be required to apply for leave:
 - 36.1.1 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 Representatives at a place of work as provided for in the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 .
 - 36.1.2 Attendance at meetings with workplace management or workplace management representatives;
 - 36.1.3 A reasonable period of preparation time, before-
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when a Federation member requires the presence of a Federation delegate; and
 - (c) any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;
 - 36.1.4 Giving evidence in court on behalf of the employer;
 - 36.1.5 Appearing as a witness before the NSW Industrial Relations Commission for the purposes of a review of promotion or discipline decision;
 - 36.1.6 Representing the Federation at NSW Industrial Relations Commission for the purposes of a review of promotion or discipline decision as an advocate;
 - 36.1.7 Presenting information on the Federation and Federation activities at induction sessions for new staff of the Department; and
 - 36.1.8 Distributing official Federation 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.

37. Trade Union Training Courses

- 37.1 The following training courses will attract the grant of special leave as specified below:-
 - 37.1.1 Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the

conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the Federation.

37.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Federation or a training provider nominated by the Federation. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- (b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
- (c) All travelling and associated expenses being met by the staff member or the Federation;
- (d) Attendance being confirmed in writing by the Federation or a nominated training provider.

38. Leave for Matters Arising from Domestic Violence

- 38.1 The definition of domestic violence is found in clause 3.6 of this award.
- 38.2 Leave entitlements provided for in clause 18, Family and Community Service Leave, clause 17, Sick Leave and clause 19, Personal/Carer's Leave, may be used by staff members experiencing domestic violence.
- 38.3 Where the leave entitlements referred to in subclause 38.2 are exhausted, the Secretary shall grant Special Leave as per clause 34.10.
- 38.4 The Secretary will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 38.5 Personal information concerning domestic violence will be kept confidential by the agency.
- 38.6 The Secretary 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.

39. Lactation Breaks

- 39.1 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.
- 39.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 The Secretary shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- 39.6 Other suitable facilities, such as refrigeration and a sink, shall 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.
- 39.7 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.
- 39.8 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 17, Sick Leave of this award.

40. Leave Without Pay

- 40.1 The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- 40.2 Leave without pay may be granted on a full-time or a part-time basis.
- 40.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 40.4 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 shall count as service for incremental progression and accrual of annual leave.
- 40.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.
- 40.6 A staff member shall 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 shall be taken before leave without pay.
- 40.7 No paid leave shall be granted during a period of leave without pay.
- 40.8 A permanent appointment may be made to the staff member's position if:
- 40.8.1 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
 - 40.8.2 the staff member is advised of the Department's proposal to permanently backfill their position; and
 - 40.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 40.8.4 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.
- 40.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 40.10 The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- 40.11 Subclause 40.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 20.3.1(b) of clause 20, Adoption, Maternity and Parental Leave.

41. Area, Incidence and Duration

- 41.1 This award shall apply to all teachers and related employees employed within the NSW Adult Migrant English Service.
- 41.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the NSW Adult Migrant English Service (Teachers and Related Employees) Award published 22 August 2014 (376 I.G. 766) and all variations thereof.
- 41.3 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 27 October 2015.
- 41.4 This award commenced on 1 January 2014 and shall remain in force until 31 December 2016.

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

	From the first pay period to commence on or after 1.1.2014 \$	From the first pay period to commence on or after 1.1.2015 \$	From the first pay period to commence on or after 1.1.2016 \$
Salary Scale for Ongoing Teachers, Full Time temporary Teachers and Education Officers			
Increase	2.27%	2.25%	2.5%
1st Salary Level	56,891	58,171	59,625
2nd Salary Level	59,932	61,280	62,812
3rd Salary Level	62,972	64,389	65,999
4th Salary Level	66,010	67,495	69,182
5th Salary Level	69,485	71,048	72,824
6th Salary Level	72,528	74,160	76,014
7th Salary Level	75,563	77,263	79,195
8th Salary Level	78,605	80,374	82,383
9th Salary Level	82,299	84,151	86,255
10th Salary Level	89,597	91,613	93,903
Salary Scale for Senior Education Officers			
Increase	2.27%	2.25%	2.5%
Senior Education Officer			
Class II	120,617	123,331	126,414
Senior Education Officer			
Class I			
Year 1	102,800	105,113	107,741
Year 2	107,045	109,454	112,190
Year 3	111,292	113,796	116,641
Salary Scale for Operations Managers			
Increase	2.27%	2.25%	2.5%
Operations Manager	146,685	149,985	153,735
Casual Teachers			
Increase	2.27%	2.25%	2.5%
1st Salary Level	70.05	71.63	73.42
2nd Salary Level	73.81	75.47	77.36
3rd Salary Level	77.55	79.29	81.27
4th Salary Level	81.30	83.13	85.21
5th Salary Level	85.59	87.52	89.71

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	2.27% From the first Pay period to commence on or after 1.1.2014 \$	2.25% From the first Pay period to commence on or after 1.1.2015 \$	2.5% From the first Pay period to commence on or after 1.1.2016 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale	3,886	3,973	4,072
		After a further 12 months on the maximum of the common salary scale	3,886	3,973	4,072
2	11.3	Teacher nominated to undertake additional responsibilities	6,883	7,038	7,214

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(372)

SERIAL C8419

HAIR AND BEAUTY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 583 of 2015)

Before Commissioner Stanton

14 October 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Hair and Beauty (State) Award published 27 January 2012 (372 I.G. 353) as varied, be rescinded on and from 14 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES DENTAL OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 630 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. Delete the definition of "Union" in clause 1, Definitions of the award published 26 June 2009 (368 I.G. 402) an insert in lieu thereof the following:

"Union" means the Health Services Union NSW.

2. Delete subclause (iii) of clause 6, Area, Incidence and Duration and insert in lieu thereof the following:

- (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 15 October 2015.

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1421)

SERIAL C8425

HEALTH EMPLOYEES DENTAL PROSTHETISTS AND DENTAL TECHNICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 631 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. Delete the definition of "Union" appearing in Clause 2, Definitions, of the award published 26 June 2009 (368 I.G. 409) and insert in lieu thereof the following:

"Union" means the Health Services Union NSW.

2. Delete subclause (iii) of clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (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 15 October 2015.

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES ORAL HEALTH THERAPISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 636 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. Delete the definition of "Union" in Clause 2, Definitions, of the award published 26 June 2009 (368 I.G. 414), and insert in lieu thereof the following:

"Union" means the Health Services Union NSW.

2. Delete subclause (iii) of clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:

- (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 15 October 2015.

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 592 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Rates of Pay
3.	Classifications
4.	Terms of Engagement
5.	Casual Employment
5A.	Secure Employment
6.	Part-time Employment
7.	Hours of Work
8.	Overtime
9.	Saturday and Sunday Work
10.	Public Holidays
11.	Payment of Wages
12.	Higher Duties
13.	Meal Breaks
14.	Sick Leave
15.	Personal/Carer's Leave
15A.	Parental Leave
16.	Unpaid Leave for Family Purpose
17.	Annual Leave
18.	Annual Leave Loading
19.	Compassionate Leave
20.	Jury Service
21.	First-aid
22.	General Conditions
23.	Allowances
24.	Travelling Time
25.	Miscellaneous Statutory Provisions
26.	Grievance and Dispute Settlement Procedure
27.	Training
28.	Traineeships
29.	Superannuation
30.	Annualised Salaries
31.	State Wage Case Adjustment
32.	Anti-Discrimination
33.	Redundancy

34. Area, Incidence and Duration
35. Leave Reserved

PART B

MONETARY RATES

- Table 1 - Rates of Pay
Table 2 - Other Rates and Allowances
Table 3 - Base Rate
Table 4 - Supplementary Payments

PART C

TRAINEE MONETARY RATES

- Table 1 - Industry/Skill Level A
Table 2 - Industry/Skill Level B
Table 3 - Industry/Skill Level C
Table 4 - School Based Traineeships

APPENDIX A - Skills Levels for Qualifications

2. Rates of Pay

- (a) Weekly Rates - The rates paid to an employee in the classification set out in clause 3, Classifications shall be as set out in (i) of Table 1- Rates of Pay, of Part B, Monetary.

NOTE: These rates are fixed in relation to the tradesperson (C10) classification in the Federal Metal Industry Award. The relativities fixed in relation to that classification are:

(i)	Level 1	78%
(ii)	Level 2	82%
(iii)	Level 3A	87.4%
(iv)	Level 3B	91.5%
(v)	Level 4	92%
(vi)	Level 5	100%
(vii)	Level 6	115%

The wages payable to employees under this award are inclusive of any payment by way of commissions or other similar payments to the extent that commissions or other similar payments match the total Supplementary Payments in Table 4 - Supplementary Payments, of Part B.

- (b) Junior Rates - A junior employee engaged at level 1, 2 or 3 shall be paid the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55%
At seventeen years	65%
At eighteen years	75%
At nineteen years	85%
At twenty years	100%

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience shall be paid the full adult rate of pay.

- (c) Supervisory Loadings - an employee appointed by an employer to supervise other employees shall be paid, in addition to the rates of pay prescribed in subclause (a) of this clause, the following amount per week specified in Table 2 - Other Rates and Allowances, of Part B as follows:

In charge of up to 5 employees - Item 1;

In charge of 6 and up to 10 employees - Item 2;

In charge of 11 or more employees - Item 3;

or pro rata amount per engagement for part-time and casual employees.

(d) For the calculation of the casual hourly rate refer to clause 5, Casual Employment.

3. Classifications

Level 1 - A level 1 employee is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, occupational health and safety, equal employment opportunities and quality assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:

exercises minimal judgement;

works under direct supervision;

is undertaking structured training/learning in the following areas:

- clerical assistant duties including switchboard operation, reception, information services, taking bookings;
- providing general assistance to employees of a higher grade, not including cooking or direct service to customers;
- cleaning, tidying and setting up of kitchen, food preparation and customer service areas, including cleaning of equipment, crockery and general utensils;
- assembly and preparation of ingredients for cooking;
- handling pantry items and linen;
- setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
- general cleaning, gardening and labouring tasks
- door duties, attending a cloakroom or car park not involving the handling of cash

Level 2 - A Level 2 employee is an employee who has completed at least 3 months or in the case of a casual or part time employee, 456 hours training at Level 1 so as to enable him/her to perform work within the scope of this level. An employee at this level:

performs work above and beyond the skills of an employee at Level 1 and to the level of is/her training.

works from instructions or procedures and works under direct supervision either individually or in a team environment.

is primarily engaged in one or more of the following duties:

- overseeing pool activities;
- assisting with classes and directing leisure activities in a recreational complex;

- attending to equipment and displays, eg pool attendant;
- providing customer advice, sales and services;
- operating switchboard and/or telephone paging system;
- clerical duties, involving intermediate keyboard skills with instructions;
- programme/ticket selling and general sales involving receipt of monies and giving change, including operation of cash registers, use of electronic swipe input devices - laundry and/or cleaning duties involving the use of cleaning equipment and/or chemicals;
- maintaining general presentation of grounds;
- door duties, attending a cloak room or car park;
- serving from a snack bar, buffet or meal counter;
- supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- non-cook duties in a kitchen.

Level 3A - A Level 3A employee has completed structured training (which may include formal Life Saving, Rescue and Resuscitation Training) recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

Indicative of some of the duties which an employee at this level may perform include:

- pool attendant (Lifeguard) involved in overseeing pool activities under supervision by a more qualified employee;
- Instructor who works directly with more qualified staff to provide supervision of a group or individual fitness activity or program, only after commencing a recognised course or undertaking accredited training;
- Aerobics instructor undertaking accredited training with less than 12 months experience in the industry;
- recreational/leisure activities, involving the planning, and/or co-ordinating and/or conduct of individual leisure, games, promotional and/or entertainment activities;
- masseur with less than 12 months experience in the industry;
- supervision of front desk, including customer liaison and rostering of front office staff;
- building service employee who undertakes maintenance and/or restoration of hard floor surfaces, including buffing and sealing and/or operating ride on powered sweeping machines;
- gardener / grounds maintenance employee not possessing trade qualifications (and not employed as green keeper);

- maintenance of machinery, plant and technical equipment (non trade qualifications), including a trade assistant undertaking formal training who takes direction from a more qualified employee;
- preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks;
- security work requiring the holding of an appropriate license
- reconciling cash transactions;
- ordering stock;
- undertakes routine chemical testing under technical supervision

Level 3B - Weight loss counsellor who develops nutritional plans and weight loss programs and who weighs and measures and records clients progress.

Level 4 - An employee at this level shall be capable of performing the indicative skills of a Level 3A employee and shall also be able to work from complex instructions in the following areas:

Aerobics instructor who has undertaken accredited training plus who has a minimum of 12 months of regular employment in the industry;

Masseur with more than 12 months experience in the industry;

Caretaker who is responsible for maintaining general site appearance, and supervising or co-ordinating the work of building services / grounds employees at lower levels.

Progression to Level 5 will be dependent upon successful application and availability of position

Level 5 - An employee who is qualified in a trade recognised by the industry as relevant and appropriate to the work performed, and who is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination (including rostering) of employees within their respective work area to ensure delivery of service. An employee at this level is one who performs the following range of tasks or duties:

- Instructor (including Aerobics instructor) who conducts more than one level or type of class or activity and who may assist in the design and delivery of programs and is capable of assessing participants;
- Lifeguard holding relevant industry qualifications at trade or equivalent level;
- Weight loss counsellor responsible for co-ordinating or supervising the work of employees at lower levels;
- Trade qualified in a single trade stream and who is responsible for giving trade directions for Levels 1 to 4;
- Employee performing horticultural duties at a Certificate or equivalent level.
- Building Maintenance supervisor involved in supervising the general maintenance of buildings and work of employees at Levels 1 to 4;

Level 6 - An employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards, and who exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employers business.

An employee at this level would have:

worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience; or

hold formal trade or technical qualifications relevant to the employer in more than one trade or technical field; which are required by the employer to perform the job; or

hold specialist post trade qualifications which are required by the employer to perform the job, and will have achieved a level or organisation or industry specific knowledge sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

Indicative of duties at this level are:

- General supervision of catering or retail functions;
- Centre administration involving supervision of staff and systems and co-ordinating events;
- development of in-house training programs for instructors and co-ordinators

NOTE: Where supervision is a feature or responsibility of the Level, the supervisory loading referred to in subclause (c), of Clause 2, Rates of Pay, shall not be payable.

FURTHER NOTE: The definitions contained in the classification structure above shall have no application to a person employed in a managerial capacity (including a manager employed in a Weight Loss Centre) that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his/her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of business.

4. Terms of Engagement

- (a) An employee shall be employed as one of the following:
 - (i) a full-time employee;
 - (ii) a part-time employee;
 - (iii) a casual employee
- (b) The employment of employees (excluding casual employees) may be terminated by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of malingering, inefficiency, neglect of duty or misconduct.
- (c) Trial Period - Notwithstanding anything elsewhere contained in this clause, the first three months of employment will be on a trial basis and may be terminated by two days' notice by either side, or by the payment in lieu by the employer or forfeiture by the employee, of two days' wages.
- (d) Notwithstanding anything contained in this award, an employer may deduct payment of wages for any day, or part thereof, on which an employee cannot be usefully employed because of:
 - (i) any strike;
 - (ii) any breakdown of machinery; or
 - (iii) any stoppage of work unavoidable by the employer.

5. Casual Employment

- (a) Casual employees are persons engaged and paid as such.
- (b) A casual employee shall be engaged either on an ordinary or "all-up" basis as detailed below:
- (i) Ordinary Casual - An ordinary casual shall be paid 1/38 of the appropriate weekly rate plus:
- (1) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
 - (2) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

The payments specified in this subclause include statutory obligations under the *Annual Holidays Act, 1944*.

An ordinary casual employee shall be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual shall be paid 1/38 of the appropriate weekly rate plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes statutory obligations under the *Annual Holidays Act, 1944*, and the loadings applicable under this award for work on Saturdays, Sundays, public holidays and at night.

An all-up casual employee shall be paid for a minimum engagement of three hours. Provided that where an employer has been engaging casual(s) for periods of less than 3 hours prior to the commencement of this award, they may continue to do so, subject to a minimum engagement of one hour and a half. Also provided that an all-up casual employee involved in the presentation or conducting of sports games/training (e.g. instructors) shall be paid for a minimum engagement of one hour.

5A. Secure Employment

- (a) 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.

- (b) Casual Conversion

- (i) 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 shall 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.
- (ii) Every employer of such a casual employee shall 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.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) 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 shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) 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.
- (v) 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.
- (vi) 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 (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), 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 or 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.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall 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 shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall 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.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (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.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

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

- (e) 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.

6. Part-time Employment

- (a) A part-time employee is a permanent employee engaged to work less than an average of thirty-eight hours per week over any 28 day period, but not less than 15 hours per fortnight and who is not engaged and paid as a casual.
- (b) A part-time employee shall be engaged in writing, detailing their minimum weekly hours and method of engagement.
- (c) A part-time employee shall be paid an hourly rate equivalent to the appropriate weekly rate divided by thirty-eight with a minimum shift of three consecutive hours.
- (d) Part-time employees shall receive the same benefits as apply to full-time employees under this award but on a pro rata basis.
- (e) A part-time employee can be required to work more than one shift on any day. Provided that the total shifts on any day shall not be less than three hours in duration and there shall be not more than two such shifts per day within a span of 12 hours from the start of the first such shift to the end of the second such shift, exclusive of any breaks.

7. Hours of Work

- (a) Subject to subclause (g) of this clause, the ordinary hours of work shall be not more than an average of thirty eight per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days;

- (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (iii) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

The hours of work are to be worked each day in either one or two shifts totalling not more than:

- (i) Ten hours for full-time employees.
- (ii) ten hours for part-time employees, subject to subclause (e) of clause 6, Part-time Employment.
- (iii) Eight hours for casual employees.

exclusive of any breaks.

- (b) All employees shall be notified by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days notice shall be given to the employee should any alteration of the working hours be intended, except in the case of emergency or where the employee(s) agrees to the alteration.
- (c) Each employee shall have an average of two days off in each week of employment in a 28 day period. Such two days shall be consecutive if it is reasonably possible to arrange rosters accordingly.
- (d) An employee shall be paid a loading of 30 per cent for ordinary hours worked between midnight and 6.00 a.m. on all occasions.
- (e) An employee who is principally engaged as a cleaner shall be paid a loading of 15 per cent for ordinary hours worked between 6.00pm and midnight. This loading is not payable on weekends or public holidays.
- (f) Full-time and part-time employees will be given 10 clear hours off between finishing work on one ordinary shift and starting work on the next ordinary shift on consecutive days or be paid overtime for all time worked until the employee has had ten clear hours off.
- (g) Employees in Weight Loss Centres - the ordinary hours of work for employees in weight loss centres covered by this award shall be 38 per week between the hours of 6.00 am to 8.00 pm, Monday to Friday, and 8.00 am to 6.00 pm on a Saturday.
- (h) Make-up Time -
 - (i) 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.
 - (ii) 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.

8. Overtime

- (a) All work performed in excess of the hours prescribed in subclause (a) of clause 7, Hours of Work, shall be overtime.
- (b) Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter on a daily basis, calculated on:
 - (i) The ordinary rate of pay for weekly employees;
 - (ii) The loaded casual rate (i.e. 15 per cent or 30 per cent loading) for casual employees

- (c) Reasonable Overtime
- (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (ii) 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.
 - (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
 - (d) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, and that employee has not had at least ten consecutive hours off duty between those times, shall be released after completion of such overtime until ten consecutive hours off duty has been allowed without loss of pay for ordinary working time occurring during such absence.

When such a break is not granted by the employer, the employee shall be paid double time for all time worked until the appropriate break is granted.

- (e) Time Off in Lieu of Payment for Overtime
- (i) Prior to working overtime, 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.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.

9. Saturday and Sunday Work

- (a) All ordinary work on a Saturday shall be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 25 per cent of the employee's ordinary-time classification rate of pay.
- (b) All ordinary work on a Sunday shall be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 50 per cent of the employee's ordinary-time classification rate of pay.

10. Public Holidays

- (a) Employees, other than casual employees, shall be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Christmas Day, Boxing Day, and any other day or days gazetted as public holidays shall be public holidays for the purposes of this clause.

Provided that the abovementioned holidays may be substituted for another day off, by agreement between the employer and the employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave.

- (b) In addition to the holidays specified in subclause (a) of this clause, an employee shall be entitled to one additional day as a public holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observed a day as an additional holiday or on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year.
- (c) Where an employee is absent from employment on the working day (or part thereof) before, or the working day (or part thereof) after a public holiday (or group of public holidays) without reasonable cause, onus of proof of which will lie with the employee, the employee shall not be entitled to payment for the holiday(s) succeeding or preceding the absence.
- (d) For all work performed on a public holiday an employee shall be paid at double time and a half.

11. Payment of Wages

- (a) All employees are to be paid either weekly, fortnightly or monthly, provided that if demanded by the employee, he/she shall be paid at least once each fortnight.
- (b) Wages shall be paid at the election of the employer by:
- (i) cash; or
 - (ii) cheque; or
 - (iii) electronic funds transfer (EFT).

An employer shall be required to give reasonable notice to employee's of any decision to change the method of payments of wages.

- (c) Written details of all payments and deductions from wages shall be supplied to employees.

12. Higher Duties

An employee transferred to work in a classification that provides for a rate of pay higher than the employee's own ordinary rate shall be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

13. Meal Breaks

- (a) Meal breaks shall be not less than thirty minutes and not more than one hour.
- (b) Such meal breaks are to be commenced not more than five hours after commencing work.
- (c) If the employees are required to work during the time when a meal break should be allowed pursuant to this clause they shall be paid for such time at the appropriate overtime rate and the meal break shall be postponed to another mutually convenient time.
- (d) No part of the time taken as a meal interval shall be counted as part of the ordinary hours of work.

- (e) Where practicable a paid tea break may be allowed each day for full-time employees. Provided that the taking of such break(s) shall be subject to the workload of the business.
- (f) Subject to (c), no employee shall be required to work more than 5 consecutive hours without a break.

14. Sick Leave

An employee, other than a casual employee with not less than three months' continuous service with the employer who, by reason of personal ill-health, is unable to attend for duty shall be entitled to ordinary rates of pay for the actual time of such non-attendance, subject to the following conditions and limitations.

- (a) The employees shall not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the *Workplace Injury Management and Workers' Compensation Act 1998*.
- (b) The employee wherever possible shall, prior to the commencement of such absence, 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 absence.
- (c) The employee shall provide, to the satisfaction of the employer, by the production of a medical certificate or such other evidence as may be acceptable to the employer, that he/she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) An employee shall be entitled to be paid sick leave according to the following scale:
 - (i) During the first year of service - 38 hours.
 - (ii) During the second year of service - 60.8 hours.
 - (iii) During the third and subsequent years of service - 76 hours.

Provided that the sick leave entitlement under this clause may be accumulated, subject to continuous employment, for a maximum of 228 hours in addition to the current year's entitlement.

- (e) For absences adjacent to public holidays, refer to subclause (c) of clause 10, Public Holidays.

15. Personal/Carer's Leave

- (a) Use of Sick Leave -
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(iii)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, 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.
 - (ii) The employee shall, 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.

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a defacto 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), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

"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.

- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such 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 shall 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 26, Grievance and Dispute Settlement Procedure, should be followed.

(b) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(a)(ii) and 15(a)(iv) 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 15(iii)(2) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (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.

15A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall 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 shall 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 shall 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 shall 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 shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

16. Unpaid Leave for Family Purpose

- (i) 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 15(iii)(2) above who is ill or who requires care due to an unexpected emergency.

17. Annual Leave

- (a) See *Annual Holidays Act, 1944*. Reference should also be made to subclause (b) of clause 5, Casual Employment.
- (b) Annual Leave -
 - (i) 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.
 - (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) 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.
- (c) 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.

18. Annual Leave Loading

- (a) Each employee, other than a casual employee, before going on any period of annual leave shall for each week of such leave be paid an annual leave loading at the rate of 17½ per cent of the ordinary weekly rate of pay prescribed herein for such employee.
- (b) No loading is payable to an employee who takes leave wholly or partly in advance. Provided that if the employment of such an employee continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the award rates of wages applicable on that day.
- (c) No loading is payable on the termination of an employee's employment.

19. Compassionate Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days compassionate leave, without deduction of pay, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to three days compassionate leave where the person travels overseas to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

- (iii) Compassionate leave shall 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 (2) of paragraph (iii) of subclause (a) of Clause 15, Personal/Carer's Leave, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under paragraph (iv) subclause (a) of the said clause 15, and clause 16, Unpaid Leave for Family Purpose. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 19(ii) 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 subclause 15(iii)(2) of clause 15, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) 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.

20. Jury Service

- (a) An employee, other than a casual employee, required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Also, the employee shall give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21. First-aid

- (a) An employee appointed by the employer to perform first-aid duties and who holds a first-aid certificate shall be paid an additional amount per week as set out in Item 4 of Table 2 of Part B or per shift as set out in Item 4 of Table 2 of Part B.

This allowance shall not be regarded for calculating other payments arising from this award.

- (b) First-aid Kits - See *Occupational Health and Safety Act 2000* (First-aid Regulation).

22. General Conditions

- (a) A sufficient supply of boiling or purified water shall be provided at meal hours for all employees.
- (b) A lunch room, which may be an area separated by a partition (mobile or otherwise) from the public and is separated from any dressing room, shall be provided by the employer.
- (c) A lockable cabinet, cupboard, drawer or locker where employee's valuable may be stored shall be provided by the employer.

- (d) Access to suitable lavatory facilities, in close proximity to the work station, shall be provided by the employer.
- (e) Where required, an employee working outdoors shall be supplied with wet weather gear, footwear and adequate reflective clothing.

23. Allowances

- (a) Stocking Allowance - Employees shall be paid a stocking allowance as set out in Item 5 of Table 2 of Part B, if they are required by the employer to wear stockings in the course of their employment. This allowance shall only apply to employees employed in Weight Loss Centres.
- (b) Toilet Cleaning Allowance - A cleaner required to clean lavatories shall be paid an allowance as set out in Item 5 of Table 2 of Part B. Lavatories of both sexes can be cleaned by either male or female cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning. This allowance shall not be payable to employees required to clean toilets as an ancillary function to their normal duties.
- (c) Laundry Allowance - Where a Weight Loss Centre requires an employee to wear a uniform or clothing, the Weight Loss Centre shall supply and maintain such uniforms, free of charge to the employee by the Weight Loss Centre laundering or dry cleaning such uniform or clothing. Provided that a laundry allowance as set out in Item 5 of Table 2 may be paid in lieu.
- (d) Broken Shift Allowance - part-time or full-time employees working broken shifts as provided for in subclause (e) of Clause 6, Part-time Employment and clause 7, Hours of Work, shall be paid the additional allowances as set out in Item 5 of Table 2.

24. Travelling Time

If an employee is temporarily transferred from the usual place of employment, the employee shall be reimbursed any extra cost of travelling and shall be paid for any excess time occupied in travelling.

25. Miscellaneous Statutory Provisions

- (a) Long Service Leave - *Long Service Leave Act*, 1955.
- (b) Parental Leave - See *Industrial Relations Act*, 1996 (Chapter 2, Part 4, Division 1).
- (c) Particulars of wages to be supplied to employees - See *Industrial Relations Act*, 1996 (Section 123).
- (d) Time and pay sheets to be kept - See *Industrial Relations Act*, 1996 (Section 129).

26. Grievance and Dispute Settlement Procedure

Subject to the *Industrial Relations Act* 1996 grievances or disputes shall be dealt with in the following manner:

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).
- (b) If agreement is not reached, the matter shall then be referred by the employer to a higher authority (where this exists) not later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.

- (d) While a procedure is being followed, normal work must continue.
- (e) The employer may be represented by an industrial organisation of employers and the employees(s) may be represented by the Union for the purposes of each step of the procedure.
- (f) The foregoing disputes settlement procedure is not mandatory for an employee of a small business employer. For the purposes of this subclause a small business employer is defined as:
 - (i) an employer of fewer than 20 employees; or
 - (ii) an employer with a management structure under which all persons employed by the employer are subject to the direct supervision and control of the employer or the chief executive of the employer.

27. Training

The parties acknowledge that varying degrees of training are provided to employees, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging both employers and employee to avail themselves of the benefits to both from such training.

28. Traineeships

- (i) Application -
 - (a) Subject to paragraph (c) of this subclause, and clause 34, Area, Incidence and Duration this clause shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with this award.
 - (b) Notwithstanding (a), this clause shall apply provisionally for an interim period:
 - (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Commissioner for Vocational Training; and
 - (ii) Ending at the time the employer is notified that the establishment of the traineeship has been approved, or at the end of the probationary period, whichever is the later.
 - (c) This award or any former industrial agreement of the Industrial Relations Commission of New South Wales shall apply, except where inconsistent with this clause.
 - (d) Notwithstanding the foregoing, this clause shall not apply to employees who were employed by an employer under this award referred to in paragraph (a) of this subclause prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
 - (e) This clause does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998, or in an award that binds the employer. This clause only applies to AQF IV traineeships when the AQF III traineeship in the training package is listed in Appendix A to this award. Further, this award also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification which is excluded from this clause due to the operation of this subclause.

NOTATION: - The abbreviation 'AQF' means Australian Qualification Framework.

- (f) At the conclusion of the traineeship, this clause shall cease to apply to the employment of the trainee and the rest of this award shall apply to the former trainee.
- (ii) Objective - The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this clause shall be taken to replace the prescription of training requirements in the award.

(iii) Definitions

Structured Training means that training which is specified in the Training Plan which is part of the Training contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in paragraph (f) of subclause (iv) of this clause.

Relevant Union means a union party to the making of this award and which is entitled to enrol the Trainee as a member.

Trainee is an individual who is a signatory to a Training contract registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A trainee can be full-time, part-time or school-based.

Traineeship means a system of training which has been approved by the relevant NSW Training Authority, and includes full time traineeships and part time traineeships including school-based traineeships.

Training contract means an instrument which establishes a Traineeship under the *Apprenticeship and Traineeship Act 2001*(NSW).

Training Plan means a programme of training which forms part of a Training contract registered with the Relevant NSW Training Authority.

School-Based Trainee is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 - For the purposes of this clause, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(iv) Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Traineeship contract or as notified to the trainee by the relevant NSW Training Authority in an accredited and relevant traineeship.
- (b) A Traineeship shall not commence until the relevant Training contract, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority.

- (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship contract and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Training contract during the traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.
- (v) Employment Conditions
 - (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one year full-time employment.

For example, a part-time trainee working 2½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty-six months.

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.
 - (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
 - (c) Where the trainee completes the qualification in the Training contract, earlier than the time specified in the Training contract then the traineeship may be concluded by mutual agreement.
 - (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW), or by mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.
 - (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training contract.

- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any award or any other legislative entitlements.
- (g)
 - (i) The Training contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
 - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this award.
 - (iii) No Trainee shall work shiftwork unless the relevant parties to this award agree that such shiftwork makes satisfactory provision for Structured Training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.
- (h) All other terms and conditions of this award shall apply.
- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason, be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payment.

The following employment conditions apply specifically to part-time and school-based trainees

- (j) A part-time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award shall apply to part time trainees except as specified in this clause.
- (k) A part time trainee may, by agreement, transfer from a part time to a full time traineeship position should one become available.
- (l) The minimum daily engagement periods applying to part-time employees specified in this award shall also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in this award or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

- (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee's place of residence.
- (m) School-based trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
- (n) For the purposes of this clause, a school-based trainee shall become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.
- (vi) Wages -
Wages - Full-Trainees -

- (a) The weekly wages payable to full time trainees shall be as prescribed in Part C of the award, as follows:

Industry/Skill Level A	Table 1A
Industry/Skill Level B	Table 1B
Industry Skill Level C	Table 1C
School-Based Trainees	Table 1D

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this clause.
- (c) The wage rates prescribed in this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2015.

These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment
- (e) Appendix A sets out the rate of pay or skill level of a Traineeship. Where the actual traineeship is listed in Appendix A, the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where the traineeship is not listed in Appendix A, the skill levels in Appendix A are illustrative of the appropriate levels, but are not determinative of the actual skill levels. The determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate shall be based on the following criteria:
- (i) Any agreement of the parties, or submission by the parties;
- (ii) The nature of the industry;
- (iii) The total training plan;
- (iv) Recognition that training can be undertaken in stages;
- (v) The exit skill level in the Parent Award contemplated by the traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.

- (f) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
- (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- (iii) not include any period during a calendar year in which a year of schooling is completed; and
- (iv) have effect on an anniversary date being January 1 in each year.

(g)

(i) Definition of Adult Trainee

An adult trainee for the purpose of this subclause is a trainee who would qualify for the highest wage rate in Industry/Skill Level A, B, or C if covered by that Industry/Skill Level.

(ii) Wage Rates for Certificate IV Traineeships

(a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.

(b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship SWC 2013 (2.27%) \$	Second Year of Traineeship SWC 2013 (2.27%) \$	First Year of Traineeship SWC 2014 (2.38%) \$	Second Year of Traineeship SWC 2014 (2.38%) \$	First Year of Traineeship SWC 2015 (2.5%) \$	Second Year of Traineeship SWC 2015 (2.5%) \$
Industry/Skill Level A	602.00	626.00	616.30	640.90	631.70	656.90
Industry/Skill Level B	581.00	602.00	594.80	616.30	609.70	631.70
Industry/Skill Level C	526.00	545.00	538.50	558.00	552.00	571.95

Wages for Part-time and School-Based Trainees -

(a) This clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

(b) Table 1 - Hourly Rates for Trainees Who Have Left School and Table 4 - Hourly Rates for School-based Traineeships of Part C, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38-hour week.

(c) The hours for which payment shall be made are determined as follows:

(i) Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time trainee on-the-job.

(ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e., the same as for the equivalent full-time traineeship):

(1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

- (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: 20 per cent is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full time traineeships.

- (iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full time hours.
- (d) For traineeships not covered by clause 8(b) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro-rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula:

$$\text{Wage} = \text{Full-time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

* NOTE: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (i.e., 20%) a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary full time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-based Traineeships of Part C, Monetary Rates.
- (ii) "Trainee hours" shall be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

NOTE: 1:7.6 in the above formula represents the average weekly training time for a full time trainee whose ordinary hours are 38 per week a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

NOTE 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

Example of the calculation for the wage rate for a part time traineeship

A school student commences a traineeship in year 11 the ordinary hours of work in the Parent Award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in year 11 is:

$$\$181 \times \frac{15 - 3.8}{30.4} = \$66.68 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if "trainee hours" changes.

(vii) Grievance Procedures for Trainees -

(a) Procedures relating to grievances of individual trainees -

- (i) A trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the trainee's grievance is found, then the trainee shall seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organisation of employers or employees of which he/she is a member.
- (v) If no resolution of the trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the trainee or the employer or the industrial organisation representing either party.
- (vi) While this grievance procedure is being followed, normal work shall continue.

(b) Procedures relating to disputes, etc., between employers and their trainees:

- (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter shall be referred to a higher level of authority.
- (ii) If no resolution can be found to the question, dispute or difficulty the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) While a procedure is being followed, normal work must continue.

- (v) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Superannuation

Superannuation Legislation -

- (a) 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.
- (b) Subject to the requirements of this legislation, superannuation contributions may be made to:
 - (i) Nationwide Superannuation Fund (NSF); or
 - (ii) ASSET (Australian Superannuation Savings Employment Trust); or
 - (iii) Any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management such as ARF (Australian Retirement Fund), LIST (Law Industry Superannuation Trust), MTAAISF (Motor Traders' Association of Australia Industry Superannuation Fund), PISF (Printing Industry Superannuation Fund), REST (Retail Employees Superannuation Trust), STA (Superannuation Trust of Australia) and TISS (Timber Industry Superannuation Scheme); or
 - (iv) Any superannuation fund which has application to the employees in the main business of the employer, pursuant to a superannuation arrangement approved by an industrial tribunal prior to 18 July 1989, and where employees covered by this award are a minority of award covered employees. Where freedom of choice is provided for in such arrangement the principle of that provision shall apply; or
 - (v) Any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the employer commenced contributions to such fund prior to 14 February, 1992.
 - (vi) Such other funds that comply with the requirements of this legislation.
 - (vii) Any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as The Brethren elects to contribute.

30. Annualised Salaries

Except as to the provisions of subclause (a), of clause 10, Public Holidays, clause 14, Sick Leave, clause 15, Personal/Carer's Leave, clause 16, Unpaid Leave For Family Purpose, clause 17, Annual Leave, clause 19, Compassionate Leave, clause 20, Jury Service, clause 25, Miscellaneous Statutory Provisions and clause 28, Superannuation, this award shall not apply to full-time and part-time employees who are in receipt of a weekly wage in excess of 15 per cent above the rate for a Level 6 employee.

This provision shall not be taken to effect any right to make other salary arrangements.

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2015. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

32. Anti-Discrimination

- (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.
- (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.
- (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.
- (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.
- (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."

33. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time employees.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the

first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change -

(a) Employer's duty to notify

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (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 provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or

minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (3) The period of notice required by this subclause 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.

(c) Time off during the notice period -

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

- (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 shall, at the request of

the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the 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 ordinary time rates for the number of weeks of notice still owing.
- (v) Severance Pay -
 - (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service 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

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age 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

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.
- (b) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.
- The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.
- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.
- (vi) Savings Clause - Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

34. Area, Incidence and Duration

- (a)
- (i) This award shall apply to all employees engaged in the classifications detailed in Clause 2, Rates of Pay and clause 3, Classifications by any organisation, whether run for profit or not, whose operation is substantially one or more of the following:
- Weight Loss Centres;
Gymnasiums;
Squash Courts;
Indoor Cricket and/or Sports Centres;
Ten Pin Bowling Allies;
Aquatic Centres;
Golf Driving Ranges;
Dance Schools Including Jazzercise;
Martial Arts School;
Tennis Centres; and/or
other like Health and Fitness Centres; or
- (ii) Or individuals who predominantly carry out one or more of the following activities:
- Aerobics Instructor, Gym Instructor, Dance Instructor, Health Counsellor, Pool Attendant, Sports Instructor and/or any other like Health Attendant work; where such work is performed in an organisation where no other award or registered enterprise agreement covers such persons; and
- (iii) shall be binding upon the Australian Workers' Union, New South Wales, its officers and members, the Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch, its officers and members and employees, whether they are members of the union or not.
- (b) This award shall not apply to employees of:
- (i) contract companies who may provide cleaning, security, catering and child care to any organisation that this award would normally apply.
- (ii) Registered Clubs, Hotels, Motels, Resorts, which are already covered by awards.
- (iii) Outdoor sports stadiums (other than those persons in clause 33 (a) (ii) above,)

- (iv) Entertainment Venues.
- (c) This Award is made following a review under section 19 of the *Industrial Relations Act*, 1996 and rescinds and replaces the Health, Fitness and Indoor Sports Centres (State) Award published 4 June 1999 (309 I.G. 561) and the Health, Physical Culture and Weight Loss Centres, &c. (State) Superannuation Award published 13 March 1992 (268 I.G. 666).
- (d) This award shall take effect on and from 2 March 2001 and shall remain in force for a period of 12 months.
- (e) 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 October 2015.

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

35. Leave Reserved

Leave is reserved to the parties to amend this award to provide for the following:

- (a) a specific exclusion for Child Care, pending the decision of the Chief Industrial Magistrate in Court file no. CIM 550 of 1997 and CIM 551 of 1997.
- (b) provision of a laundry allowance and uniforms.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Full Time SWC 2013 (2.27%) \$	Hourly Rate SWC 2013 (2.27%) \$	Full Time SWC 2014 (2.38%) \$	Hourly Rate SWC 2014 (2.38%) \$	Full Time SWC 2015 (2.5%) \$	Hourly Rate SWC 2015 (2.5%) \$
Level 1	628.00	16.60	642.90	17.00	659.00	17.40
Level 2	648.00	17.10	663.40	17.50	680.00	17.90
Level 3A	674.90	17.80	691.00	18.20	708.30	18.70
Level 3B	694.60	18.30	711.10	18.70	728.90	19.10
Level 4	698.00	18.40	714.60	18.80	732.50	19.30
Level 5	740.30	19.50	757.90	20.00	776.80	20.50
Level 6	816.00	21.50	835.40	22.00	856.30	22.60

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	Amount Per Week	Amount Per Week	Amount Per Week
			SWC 2013 (2.27%) \$	SWC 2014 (2.38%) \$	SWC 2015 (2.5%) \$
1	2(c)	Supervisory loadings - Up to 5 employees	26.30 per week	26.90 per week	27.60 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	35.80 per week	36.70 per week	37.60 per week
3	2(c)	Supervisory loadings - 11 or more employees	48.20 per week	49.30 per week	50.50 per week
4	21(a)	First-aid allowance	12.40 per week 2.40 per shift	12.70 per week 2.45 per shift	13.00 per week 2.50 per shift
5	23(a)	Stocking allowance	3.40 per week 0.72 per day	3.50 per week 0.74 per day	3.60 per week 0.76 per shift
	23(b)	Toilet cleaning allowance	10.10	10.30	10.60
	23(c)	Laundry Allowance	8.70 per week 1.75 per day	8.90 per week 1.80 per day	9.10 per week 1.85 per day
	23(d)	Broken Shift Allowance: For each broken shift so worked	13.20 per day	13.50 per day	13.80 per day
		Excess fares allowance	8.90 per week 1.75 per day	9.10 per week 1.80 per day	9.30 per week 1.85 per day

Table 3 - Base Rate

	Relativity %	Amount Per Week (includes 2.5% for 2015) \$
Level 1	78	321.20
Level 2	82	337.60
Level 3A	87.4	360.00
Level 3B	91.5	376.80
Level 4	92	378.80
Level 5	100	411.70
Level 6	115	473.60

Table 4 - Supplementary Payments

	Relativity %	Supplementary Payments (includes 2.5% for 2015) \$
Level 1	78	99.80
Level 2	82	102.20
Level 3A	87.4	105.30
Level 3B	91.5	107.00
Level 4	92	107.90
Level 5	100	112.90
Level 6	115	124.40

PART C**TRAINEE MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Year 10 SWC 2013 2.27% \$	Year 11 SWC 2013 2.27% \$	Year 12 SWC 2013 2.27% \$	Year 10 SWC 2014 2.38% \$	Year 11 SWC 2014 2.38% \$	Year 12 SWC 2014 2.38% \$	Year 10 SWC 2015 2.5% \$	Year 11 SWC 2015 2.5% \$	Year 12 SWC 2015 2.5% \$
School Leaver	283.70	312.40	375.30	290.50	319.80	384.20	297.80	327.80	393.80
Plus 1 year out of school	312.40	375.30	437.30	319.80	384.20	447.70	327.80	393.80	458.90
Plus 2 years	374.90	437.30	507.20	383.80	447.70	519.30	393.40	458.90	532.30
Plus 3 years	437.30	507.20	580.20	447.70	519.30	594.00	458.90	532.30	608.90
Plus 4 years	507.20	580.20	580.20	519.30	594.00	594.00	532.30	608.90	608.90
Plus 5 years or more	580.20	580.20	580.20	594.00	594.00	594.00	608.90	608.90	608.90

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Year 10 SWC 2013 (2.27%) \$	Year 11 SWC 2013 (2.27%) \$	Year 12 SWC 2013 (2.27%) \$	Year 10 SWC 2014 (2.38%) \$	Year 11 SWC 2014 (2.38%) \$	Year 12 SWC 2014 (2.38%) \$	Year 10 SWC 2015 (2.5%) \$	Year 11 SWC 2015 (2.5%) \$	Year 12 SWC 2015 (2.5%) \$
School Leaver	283.70	312.70	363.30	290.50	320.10	371.90	297.80	328.10	381.20
Plus 1 year out of school	312.70	363.30	418.00	320.10	371.90	427.90	328.10	381.20	438.60

Plus 2 years	363.30	418.00	491.00	371.90	427.90	502.70	381.20	438.60	515.30
Plus 3 years	418.10	491.00	559.70	428.10	502.70	573.00	438.80	515.30	587.30
Plus 4 years	491.00	559.70	559.70	502.70	573.00	573.00	515.30	587.30	587.30
Plus 5 years or more	559.70	559.70	559.70	573.00	573.00	573.00	587.30	587.30	587.30

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10 SWC 2013 (2.27%) \$	Year 11 SWC 2013 (2.27%) \$	Year 12 SWC 2013 (2.27%) \$	Year 10 SWC 2014 (2.38%) \$	Year 11 SWC 2014 (2.38%) \$	Year 12 SWC 2014 (2.38%) \$	Year 10 SWC 2015 (2.5%) \$	Year 11 SWC 2015 (2.5%) \$	Year 12 SWC 2015 (2.5%) \$
School Leaver	284.70	312.70	360.00	291.50	320.10	368.60	298.80	328.10	377.80
Plus 1 year out of school	312.70	360.00	405.00	320.10	368.60	414.60	328.10	377.80	425.00
Plus 2 years	360.00	405.00	451.30	368.60	414.60	462.00	377.80	425.00	473.60
Plus 3 years	405.00	451.30	504.90	414.60	462.00	516.90	425.00	473.60	529.80
Plus 4 years	452.00	504.90	504.90	462.80	516.90	516.90	474.40	529.80	529.80
Plus 5 years or more	504.90	504.90	504.90	516.90	516.90	516.90	529.80	529.80	529.80

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year 11 SWC 2013 (2.27%) \$	Year12 SWC 2013 (2.27%) \$	Year 11 SWC 2014 (2.38%) \$	Year12 SWC 2014 (2.38%) \$	Year 11 SWC 2015 (2.5%) \$	Year 12 SWC 2015 (2.5%) \$
School based Traineeships Skill Levels A, B and C	284.70	312.70	291.50	320.10	298.80	328.10

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

APPENDIX A

Industry/Skill Levels

Industry/Skill Level A

Industry/Skill Level B

Sport & Recreation (Sport & Recreation - Certificate) II

Sport & Recreation (Sport & Recreation - Certificate) III

Sport & Recreation (Career Oriented Participation) Certificate II

Sport & Recreation (Career Oriented Participation) Certificate III

Sport & Recreation (Coaching) Certificate III

Sport & Recreation (Officiating) Certificate II

Sport & Recreation (Officiating) Certificate III

Sport & Recreation Sport (Trainer) Certificate III

Sport & Recreation Community Recreation (Instruct) Certificate II

Sport & Recreation Community Recreation Certificate II

Sport & Recreation Community Recreation Certificate III

Sport & Recreation Fitness Certificate III

Sport & Recreation Sport (Massage Therapy) Certificate III

Industry/Skill Level C

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(4059)

SERIAL C8430

LIVESTOCK HEALTH AND PEST AUTHORITIES SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 743 of 2015)

Before Commissioner Stanton

28 October 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Livestock Health and Pest Authorities Salaries and Conditions Award published 10 August 2012 (373 I.G. 1929) as varied, be rescinded on and from 28 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1915)

SERIAL C8457

LOCAL LAND SERVICES AWARD 2013

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 744 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD**Arrangement**

Clause No.	Subject Matter
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PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 January 2014 the Local Land Services (LLS) was established pursuant to Part 1, Section 2 of the *Local Land Services Act 2013*.
- 1.2 Employees of LLS are employed as employees of an Executive agency related to a Department as listed in Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 1.3 This Award sets out salaries and conditions of employment for employees in LLS in the classifications specified in this Award.

2. Definitions

- 2.1 Act means the *Government Sector Employment Act 2013*.
- 2.2 Agency Head means the Chair of the Board of Chairs.
- 2.3 Casual Employee means an employee engaged on a casual basis and paid hourly as provided for in clause 10.5 of this Award.
- 2.4 Dependant means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support.
- 2.5 Dispute Settlement Procedure means the procedure outlined in clause 5.
- 2.6 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.7 Employees means all persons employed by LLS under Part 2 of Schedule 1 of the *Government Sector Employment Act 2013*.
- 2.8 Employer means for the purposes of this award is the Chair of the Board of Chairs being the Agency Head or their nominated delegate of the Local Land Services.
- 2.9 Excess Rent is rent which is paid for a private rental property in a new location which is above the affordable rate for the employee as defined in clause 30 Transferred Employee Relocation Costs.
- 2.10 FACSL means Family and Community Service Leave in accordance with clause 19 of this Award.
- 2.11 Family Member means:
- a) A spouse of the employee.
 - b) A de facto spouse, is a person of the opposite or same sex to the employee who lives with the employee as the employee's partner on a bona fide domestic basis although not legally married to the employee.
 - c) A child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or of the spouse or de facto spouse of the employee.
 - d) A relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

"Household" means a family group living in the same domestic dwelling.
- 2.12 Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).
- 2.13 Fixed Term Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

- 2.14 Full-Time Employee means a person who is employed on an ongoing or fixed term basis to work the ordinary hours prescribed in subclause 10.2 of this Award.
- 2.15 Headquarters means the centre(s) to which an employee is assigned or from which an employee is required to operate on a long-term basis.
- 2.16 "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment and Act 2013*.
- 2.17 IRC means Industrial Relations Commission of New South Wales.
- 2.18 Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.
- 2.19 LIL means leave in lieu to be taken in lieu of payment for overtime defined in clause 36 of this Award.
- 2.20 Local Holiday means a holiday which is declared as an additional holiday for a specified part of the State under the *Public Holidays Act*.
- 2.21 Long Service Leave means extended (long service) leave as provided for in clause 20 of the Award.
- 2.22 LLS means Local Land Services.
- 2.23 LWOP means Leave Without Pay.
- 2.24 On Call means an employee who is required by the Employer to be available outside their normal working hours for recall to work.
- 2.25 Ongoing Employee means a person whose employment continues until the employee resigns or has his or her employment terminated.
- 2.26 Ordinary Working Hours means full time ordinary working hours shall be 38 hours per week Monday to Friday.
- 2.27 Part Time Employee means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.
- 2.28 Reimbursement or "reimbursed" means payment of an expense by the Employer, which is actually incurred by the employee, which the Employer is satisfied is reasonable, and for which adequate evidence is produced by the employee.
- 2.29 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 2.30 Shift means a rostered shift as defined in clause 49 of this Award.
- 2.31 Shift worker means an employee who works rostered shifts as defined in clause 49 of the Award.
- 2.32 Standard Hours means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.
- 2.33 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 2.34 Temporary assignment means an employee is temporarily assigned by the Agency Head or delegate to another role in Local Land Services and is entitled to be paid an allowance if the other role is at a higher grade of work.

- 2.35 Union means an organisation of employees registered under the *Industrial Relations Act 1996* who is a party to this Award.

3. Title

This Award shall be known as the Local Land Services Award 2013.

4. Area, Incidence and Duration

- 4.1 This Award comes into effect on 1 January 2014 and will remain in force until 31 December 2016.
- 4.2 Parties to this Award are:
- 4.2.1 The Industrial Relations Secretary as defined in subclause 2.16;
- 4.2.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- 4.2.3 The Australian Workers Union (AWU).
- 4.3 This Award operates to replace any other Award, Agreement or instrument which would otherwise apply, including the following Awards or their replacement Awards:

Crown Employees Conservation Field Officers (NSW Department of Trade and Investment, Regional Infrastructure and Services and NSW Office of Environment and Heritage) Reviewed Award 2012

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award

Crown Employees (Public Sector - Salaries 2008) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Senior Officers Salaries) Award 2012

Livestock Health and Pest Authorities Salaries and Conditions Award

- 4.4 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 28 October 2015.

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

5. Dispute Settlement Procedure

- 5.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the LLS, if required.
- 5.2 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.
- 5.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.

- 5.4 The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 5.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 5.6 The Agency Head may refer the matter to the relevant Union for consideration.
- 5.7 If the matter remains unresolved, the Agency Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 5.8 An employee, at any stage, may request to be represented by the Union.
- 5.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 5.10 The employee, Union and Agency Head shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 5.11 Whilst the procedures outlined in subclauses 5.1 to 5.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving workplace health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

6. No Extra Claims

- 6.1 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.
- 6.2 The terms of the preceding subclause 6.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Classifications Structure and Rates of Pay

- 7.1 The rates of pay outlined for in Table 1 of Schedule A provide for 36 pay points across the four classification streams.
- 7.2 Employees of LLS shall be employed in one of the following four classification streams and paid salaries according to their classification provided for in Tables 2 to 5 of Schedule A of this Award.

Administration and Clerical Stream, Table 2 of Schedule A;

Advisory and Technical Stream, Table 3 of Schedule A;

Field Operations Stream, Table 4 of Schedule A; and

District Veterinarian Stream, Table 5 of Schedule A.

- 7.3 Employees will be paid, where applicable, Work Related Allowances as provided for in Table 1 of Schedule B and Meal, Travel and Other Expense Related Allowances as provided for in Table 2 of Schedule B of this Award.
- 7.4 The Salaries and Work Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2015) Award or any replacement Award.
- 7.5 The Meal, Travel and Other Expense Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement Award.
- 7.6 The transitional arrangements provided for in Schedule C of this Award apply only to former employees of Catchment Management Authorities who are transferred to LLS at the time it is enacted.

8. Salary Movement

- 8.1 Salary Movement for employees employed in the Administration and Clerical Stream, Advisory and Technical Stream, and Field Operations Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework, in addition to the following:
- 8.1.1 Movement within each Grade will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.
- 8.1.2 Consideration of incremental movement by the Employer, for all employees, will be subject to a satisfactory performance report recommending progression by the manager.
- 8.1.3 Promotion between grades can only take place if:
- a) A vacancy exists at a higher grade; and
 - b) The vacancy has been advertised; and
 - c) A comparative assessment process has been followed.
- 8.2 Salary Progression for employees employed in the District Veterinarian Stream, employees must be able to demonstrate their ability to undertake the capabilities in the relevant role description as provided for in the Government Sector Capabilities Framework in addition to the following:
- 8.2.1 New assignments to be at the grade appropriate for the experience and skill of the assigned employee.
- 8.2.2 Progression between District Vet Grade 4.4 and District Vet Grade 7.2 is subject to 12 months satisfactory service at each of the previous grades. It is also subject to:
- a) demonstrating to the Employer a contribution to the achievement of the Animal Biosecurity and Welfare (AB&W) Business Plan identified KPI's; and
 - b) demonstrating to the Employer flexibility in meeting the Local Land Services (LLS) Biosecurity and Emergency Services program requirements in the previous year; and
 - c) demonstrating to the Employer active contribution to working as part of a team with other LLS employees.
- 8.2.3 In addition to the requirements in 8.2.2 above, progression from Grade 4.4 to Grade 5.1 shall be by application to the Employer and assessment of the following criteria having been satisfied:

- a) Satisfactory performance and completion of 12 months service at Grade 4.4.
- b) Obtained an 'Authority as Inspector' under the *Stock Diseases Act 1923*.
- c) Completion of the following training courses:
 - i) Certificate IV in Government (Statutory Compliance) or current equivalent.
 - ii) SEINS Infringement Notice Training.
 - iii) Equivalent current and relevant course in one or more of (but not limited to): communication, negotiation, planning, research or project management skills.
- d) Familiarity with and ability to interpret NSW Government Animal Health policy and procedure.
- e) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - i) *Stock Diseases Act 1923*.
 - ii) *Local Land Services Act 2013*.
 - iii) Interstate requirements for movement of livestock.
 - iv) Natural disaster relief policies.
 - v) *Stock (Chemical Residues) Act 1975*.
 - vi) *Veterinary Practice Act 2003*.
 - vii) *Prevention of Cruelty to Animals Act 1979*.
 - viii) *Animal Diseases and Animal Pests (Emergency Outbreaks) Act 1991*.
- f) Demonstrated the following:
 - i) Contribution to the development of the LLS Biosecurity Operational Plan.
 - ii) Achieving identified Key Performance Indicator (KPI) targets in the LLS Biosecurity Operational Plan.
 - iii) Core reporting requirements in the LLS Biosecurity Operational Plan are met in a timely manner.
 - iv) Ability to locate and interpret relevant Livestock Health policy and procedure documents.
 - v) Ability to locate and interpret interstate movement requirements.
 - vi) Competency to record and retrieve data in timely manner to meet requirements of the animal health management system.
 - vii) Meeting standards for recording Livestock Health events within the district for certification and surveillance.
 - viii) Undertaking Continuing Professional Development to meet guidelines of the Veterinary Practitioners Board.

- ix) Obtain competencies under Emergency Management training to Field Veterinarian Operational standard.
- x) Ability to supervise other LLS employees or contractors during projects or day to day animal health related matters.
- xi) Regular attendance and contribution at relevant Biosecurity and Emergency Services related meetings.

8.2.4 Progression from Grade 5.6 to Grade 6.2 shall be by demonstration to the Employer that the following criteria are satisfied:

- a) Meet all the requirements of 8.2.3 plus satisfactory completion of 12 months service at 5.6.
- b) Demonstrated the following:
 - i) Involvement in the development of the LLS Biosecurity Operational Plan in a budgeted and resourced format.
 - ii) All major identified and agreed KPI's as outlined in the LLS Biosecurity Operational Plan have been satisfactorily addressed.
 - iii) Coordination (with respective LLS managers and team leaders) of the ongoing training and development of employees for Livestock Health and Emergency Management related duties.
 - iv) Regular contribution to regional Animal Biosecurity and Emergency Service meetings when held.
 - v) Involvement in discussions of policy and procedure changes at a regional level.
 - vi) Contribution at an appropriate level to the Biosecurity and Emergency Services system as a whole.
- c) Demonstrated competence in the following fields:
 - i) Epidemiology.
 - ii) Diagnosis of diseases of important livestock species.
 - iii) Gross pathology of livestock species.
 - iv) Knowledge of the economic impact of diseases of important livestock species.
 - v) Advising on diseases important to livestock systems within the region.
 - vi) Livestock management systems of significance within the region.

8.2.5 Accelerated Progression

- a) The Employer may consider the granting of accelerated progression within Grades 5.1, 5.3 & 5.6 or Grades 6.2, 6.3 & 7.2 from one Grade to any other Grade, on written application from the District Veterinarian to the Employer.

Such application is to demonstrate that:

- i) general duties within the Animal Biosecurity and Emergency Services functions are being performed by the District Veterinarian at a superior level (to be assessed

by the Employer and relevant Biosecurity and Emergency Services managers and team leaders); and

- ii) a significant contribution to the Animal Biosecurity and Emergency Services functions at either a regional, state-wide, national level affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders);
- b) The accelerated progression, if approved shall take effect from one (1) month after the date of lodgement of a successful application to the Employer.
- c) In all cases where an application is declined, the District Veterinarian will receive a written explanation from the Employer.

8.2.6 Progression from Grade 7.2 to Grade 7.3 shall be by application by the District Veterinarian with supporting documentation to the Employer. The Employer will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, an Employer nominee at manager level and within the Biosecurity and Emergency Services function and a nominee at team leader level within the Animal Biosecurity and Welfare function of the LLS. At least one panel member should have sat on a previous panel.

The following criteria must be satisfied:

- a) Satisfactory completion of 12 months service at Grade 7.2.
- b) Demonstrate that, where appropriate, a team approach with leadership by the District Veterinarian is utilised to achieve Biosecurity Operational Plan objectives.
- c) Qualification in a subject relevant to the duties of a District Veterinarian or a combination of training and experience equivalent to such a qualification.
- d) Competencies or equivalent experience sufficient under Emergency Management to perform a Control Centre role at the level of Coordinator or above.
- e) Demonstrated continuing, active and high quality contribution to the Biosecurity and Emergency Services system as a whole, with major or significant contributions to local, regional or state-wide animal health programs.
- f) Contribution to the briefing of senior management and employees on changes to Livestock Health policy and procedure changes and implications to the community and where appropriate, assist with training required by such changes.
- g) High level of skill in the diagnosis, treatment, control, prevention, and management of Livestock Health problems in the important livestock enterprises in the district.
- h) Major input into the adoption of improved Livestock Health practices by industry.
- i) Substantial output of effective advisory material.
- j) Demonstrated cooperation and collaboration with other functional areas, other disciplines, and other agencies.
- k) High level of input into the achievement of the LLS Biosecurity and Emergency Services strategic and operational plans.

8.2.7 Progression from Grade 7.3 to Grade 7.5 shall follow 12 months satisfactory performance at each grade; and

- 8.2.8 Progression between Grade 7.3 and Grade 7.5 shall also be subject to the applicant demonstrating to the Employer that they continue to perform at the standard that resulted in their progression to Grade 7.3 as per clause 8.2.6.
- 8.2.9 In all cases where an application for progression is declined, the District Veterinarian will receive from the Employer a written explanation of the reasons for the decision.
- 8.2.10 If an employee feels that any application for progression has not been reasonably treated, an appeal outlining reasons and expectations, may be made to the LLS Agency Head for review.
- 8.2.11 Progression above Grade 7.5 (pay point 31) shall only occur if:
- a) a vacancy exists; and
 - b) the vacancy has been advertised; and
 - c) a comparative assessment process has been followed.
- 8.2.12 Movement from Grade 8.1 to 8.2 will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.
- 8.2.13 The operative date for payment of the increase under subclauses 8.2.3, 8.2.4, 8.2.5 and 8.2.6 shall be the date on which the successful application was submitted to LLS. In those instances where an application was either unsuccessful or needed to be modified, then the date of lodging a new application which is successful will become the operative date for the payment of the increase.

9. Probationary Period

- 9.1 All new employees, excluding casuals, will be subject to a probationary period of 3 months.
- 9.2 The Employer may extend a probationary period up to a maximum of 6 months.

10. Forms of Employment

- 10.1 The Employer may engage employees on an ongoing employment (full time or part time); or fixed term employment (full-time or part time); or casual basis.
- 10.2 Ongoing Full Time Employment
- A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award.
- 10.3 Ongoing Part Time Employment
- 10.3.1 A part time employee shall be engaged to work less than the ordinary hours worked by a full time employee.
- 10.3.2 Part time work may be undertaken with the agreement of the Employer. Part time work may be undertaken in a part time role or under a part time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- 10.3.3 Part time employees shall be paid at the same hourly rate as a full time employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for part time employees is the same as for full time employees.
- 10.3.4 Part time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part time role or under a part time arrangement.

10.3.5 Additional hours

- a) The Employer may request, but not require, a part time employee to work additional hours in excess of their contract hours.
- b) The time worked in excess of the employee’s contract hours and up to the normal full time hours for the classification, part time employees shall:
 - i) Be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the employee is entitled to five weeks annual leave, or
 - ii) If working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award, have the time worked credited as flexible working hours.
- c) For time worked in excess of the full time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 31 in this Award.

10.4 Fixed Term Employment

10.4.1 A fixed term employee may be engaged for a specified project or period; seasonal work; or for parental leave relief on either a full time or part time basis.

10.4.2 A fixed term employee shall be entitled to the same salary and conditions as ongoing employees in the same classification.

10.5 Casual employment

10.5.1 Rate of pay for Casuals

- a) A casual employee will be engaged and paid on an hourly basis.
- b) Casuals will be engaged and paid for a minimum of 3 hours for each occasion required to work.
- c) Engagement on any one occasion, or over a period of time, does not guarantee or give rise to any entitlement to further casual shifts.
- d) When engaged to work casual employees shall be paid the following loading in addition to their rates of pay:

Working Time	Loading
Monday to Friday	15%
Saturdays	50%
Sundays	75%
Public holidays	150%

- e) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- f) The loadings specified in subclause 10.5.1 d) are in recognition of the casual nature of employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

10.5.2 Overtime for Casuals

- a) When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.

- b) If you are directed to work overtime you will be paid the following rates of pay:

Overtime worked	Loading in addition to the ordinary rate of pay
Monday to Friday (first 2 hours)	50%
Monday to Friday (after first 2 hours)	100%
Saturdays (first 2 hours)	50%
Saturdays (after first 2 hours)	100%
Sundays	100%
Public holidays	150%

- c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause 10.5.1 d).
- d) The loading in lieu of annual leave as set out in subclause 10.5.1 e) is not included in the hourly rate for the calculation of overtime payments for casual employees.

10.5.3 Leave for Casuals

Other than provided for in this subclause, casual employees are not entitled to any other forms of paid or unpaid leave:

- a) Casual employees will be paid 1/12th in lieu of annual leave as prescribed at subclause 10.5.1 e);
- b) Long service leave in accordance with clause 20 of this Award;
- c) 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 Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.

- d) Personal Carers entitlement for casual employees
- i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member as described in clause 2 Definitions, of this Award, 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 in subclause 18.2 of this Award.
- ii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
- iii) 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.
- iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.
- e) Bereavement entitlements for casual employees

- i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member as described in clause 2 Definitions, on production of satisfactory evidence (if required by the Employer).
- ii) The Employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of an 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.
- iii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual employee are otherwise not affected.
- iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.

10.5.4 Other clauses of this Award

The following clauses of the Award do not apply if you are employed as a casual:

9	Probationary Period
11	Termination of Employment
13	Flexible Working Hours
14	Leave - General Provisions
15	Annual Leave
16	Annual Leave Loading
17	Sick Leave
18	Carer's Leave
19	Family and Community Services Leave
21	Parental Leave
22	Military Leave
23	Purchased Leave
24	Leave Without Pay
25	Observance of Essential Religious and Cultural Obligations
26	Other forms of Paid leave
27	Leave for Matters Arising from Domestic Violence
29	Public Holidays
30	Transferred Employees Relocation Costs
31	Overtime
32	Recall to Work
33	On Call Allowance
36	Leave in Lieu (LIL) or Payment for Overtime
41	Remote Locations Living Allowance
46	Trade Union Leave and Activities

11. Termination of Employment

11.1 The Employer will not terminate an employee's employment unless:

- 11.1.1 The employee has been given, in writing, the period of notice required by this clause;
- 11.1.2 The employee is guilty of serious misconduct; or
- 11.1.3 All relevant legislative provisions have been complied with.

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

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 11.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.
- 11.4 The Employer may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 11.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 11.2 above, or by forfeiting salary in lieu of notice.
- 11.6 Where the Employer has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.
- 11.7 Upon termination of employment an employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 11.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an employee at any time, without notice, for serious misconduct.

12. Hours of Work

- 12.1 The ordinary hours of work shall be 38 hours per week Monday to Friday.
- 12.2 No employee shall be required to work more than five consecutive hours without a meal break.
- 12.3 Meal breaks must be given to and taken by employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration or longer by agreement between the Employer and employee.
- 12.4 The ordinary hours working arrangement shall be 7.6 hours per day with starting and finishing times by agreement between the Employer and the employee or on the basis of working in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.

13. Flexible Working Hours

- 13.1 The parties to this Award may enter into an Agreement for flexible working hours to apply to employees covered by this Award.
- 13.2 Any Agreement provided for in subclause 13.1 shall be linked to the Department of Trade and Investment, Regional Infrastructure and Services Flexible Working Hours Agreement (FWHA) and as such will vary in accordance with the same variations and operative dates that apply to the Trade & Investment FWHA.
- 13.3 In the absence of a Flexible Working Hours Agreement, the Flexible Working Hours conditions that are provided for in clause 21 of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009, or its replacement, shall apply.

14. Leave - General Provisions

- 14.1 An application by an employee for leave under this clause shall be made to and dealt with by the Employer.
- 14.2 The Employer, in dealing with any such application, shall have regard to the business and operational requirements, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- 14.3 All leave will be calculated in a minimum of one minute units.
- 14.4 Part time employees will receive paid leave provisions of this Award on a pro rata basis, calculated according to the number of contracted hours worked per week.
- 14.5 A fixed term employee is eligible to take a period of approved leave during the current period of employment.
- 14.6 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.
- 14.7 Leave to Count for Incremental Purposes.

The following types of paid leave are regarded as service for incremental purposes:

Annual leave;

Sick leave;

Family and community service leave;

Long service leave, full-pay, double-pay and half-pay;

Parental leave, full-pay and half-pay; other paid parental leave;

Purchased Leave at the negotiated purchase leave rate;

Leave without pay totalling five days or less in the incremental period;

Any period of leave without pay where used for the purposes of part time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;

Sick leave without pay;

Other forms of paid leave.

- 14.8 Leave to count for leave accrual purposes.

The following types of paid leave are regarded as service for leave accrual purposes:

Annual leave;

Sick leave;

Sick leave without pay;

Family and community service leave;

Personal/carers leave;

Long service leave at full-pay;

Long service leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

Long service leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

Paid parental leave at full-pay;

Paid parental leave at half-pay, accrues all leave at half the rate;

Unpaid parental leave does not count as service for determining any leave entitlement, except for long service leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

Short paid other parent leave at full-pay;

Short paid other parent leave at half-pay, which accrues all leave at half the rate;

Purchased leave at the negotiated purchased leave rate of pay;

Leave without pay totalling five days or less in the incremental period;

Other forms of paid leave.

15. Annual Leave

- 15.1 Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944*.
- 15.2 Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- 15.3 An employee who takes unpaid parental leave in accordance with this Award is entitled to take annual leave on half pay at the same time.
- 15.4 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 15.5 Limits on accumulation and direction to take leave:
- 15.5.1 Employees must take at least two consecutive weeks of annual leave every 12 months, except by agreement with the Agency Head in special circumstances.
- 15.5.2 Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the employee.
- 15.5.3 The Employer shall notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Employer.
- 15.5.4 The Employer shall notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Employer.
- 15.5.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Employer must cooperate in this process.

15.6 Conservation of Leave:

If the Employer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Employer shall:-

15.6.1 Specify in writing the period of time during which the excess shall be conserved; and

15.6.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

15.7 Annual leave does not accrue during leave without pay, other than:

15.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;

15.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

15.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;

15.7.4 Incapacity for which compensation is authorised under the *Workplace Injury Management and Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or

15.7.5 Periods which when aggregated, do not exceed 5 working days in any period of 12 months.

15.8 An employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal, accrues additional annual leave at the rate of 5 days per annum.

15.9 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays.

Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave as provided for in subclause 49.7 of this Award.

15.10 An employee entitled to additional annual leave under subclauses 15.8 and 15.9 of this clause, or under subclause 49.7, Shift Work of this Award can elect at any time to cash out the additional annual leave.

16. Annual Leave Loading

16.1 Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.

16.2 The annual leave loading shall be paid to employees subject to the following conditions:

16.2.1 The full entitlement to the loading on annual leave that an employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from work for at least two consecutive weeks annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.

16.2.2 In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.

16.2.3 On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an employee who has not taken annual leave qualifying them for payment of the

annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

16.2.4 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

16.3 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.

16.4 Shift workers - Shift workers proceeding on annual leave are eligible to receive the more favourable of:

16.4.1 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 annual leave; or

16.4.2 17½% annual leave loading.

17. Sick Leave

17.1 An employee is entitled to take paid accrued sick leave in accordance with this clause.

17.2 Sick leave accrues at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.

17.3 During the first 4 months of employment, an employee can access up to 5 days paid sick leave even though that leave has not yet accrued.

17.4 An employee is required to provide evidence of illness from a registered medical practitioner when sick leave exceeds two consecutive days.

17.4.1 The reference to medical practitioner in subclause 17.4 shall be; up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or,

17.4.2 at the Employer's discretion, another registered health services provider.

17.4.3 at the Employer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

17.5 Subject to 17.4 and any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take a total of 5 instances of sick leave due to illness in any one calendar year without the provision of evidence of illness, after which all leave requires evidence of illness from a registered medical practitioner.

17.6 Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

18. Carer's Leave

Where family and community service leave provided for in clause 19 of this Award is exhausted or unavailable, an employee with responsibilities in relation to a family member as provided for in clause 2 Definitions who needs the employee's care and support, may elect to use available paid sick leave, when a family member is ill subject to the following:

18.1 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Employer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

- 18.2 If required by the Employer to establish the illness and/or the need for care of the family member concerned, the employee must provide evidence, as required under subclause 17.4, from a registered medical practitioner.

19. Family and Community Service Leave

- 19.1 The Employer shall grant to an employee 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 as described in subclause 19.2 of this clause.

Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- 19.2 Such unplanned and emergency situations may include, but not be limited to, the following:

19.2.1 Compassionate grounds - such as the death or illness of a family member as defined in clause 2 definitions;

19.2.2 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;

19.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for work;

19.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

19.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Employer considers the granting of family and community service leave to be appropriate in a particular case;

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

- 19.3 The maximum amount of FACSL that an employee will be granted at ordinary rates is:

19.3.1 Two and a half days in the first 12 months of service; or

19.3.2 Five days in any period of two years after the first 12 months of service; or

19.3.3 One day for each completed year of service, less the total amount of any FACSL already taken by the employee, whichever is the greater.

- 19.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to an employee.

20. Long Service Leave

- 20.1 General

Long Service Leave for employees will accrue and be granted in accordance with the Extended Leave provisions of Schedule 1 and Schedule 2 of the *Government Sector Employment Regulation* 2014.

- 20.2 Long Service Leave (LSL) Entitlements

20.2.1 An employee who has completed 10 years of continuous service with the Employer is entitled to LSL of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.

20.2.2 For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days LSL.

20.2.3 Entitlement to leave if employment terminated in special circumstances.

a) An employee with at least 5 years' service but less than 7 years' service whose employment is terminated:

i) by the employee, for reasons of illness, incapacity or domestic or other pressing necessity, or

ii) by the Employer for reasons other than serious and intentional misconduct.

b) The employee is entitled to:

i) for 5 years' service, one month's leave on full pay, and

ii) for further service in excess of 5 years, additional leave proportionate to the employee's length of service (up to but not including 7 years) calculated at the rate of 3 months leave for 15 years' service.

20.2.4 Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the *Government Sector Employment Regulation 2014*, are entitled to access the LSL accrual indicated in subclause 20.2.1 above on a pro rata basis of 4.4 working days per completed year of service.

20.2.5 Employees who are employed part time are entitled to LSL on the same basis as that applying to a full time employee but payment for the leave is calculated on a pro rata basis.

21. Parental Leave

21.1 Parental leave includes maternity, adoption and other parent leave.

21.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:

21.2.1 For a period up to 9 weeks prior to the expected date of birth; and

21.2.2 For a further period of up to 12 months after the actual date of birth.

21.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

21.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:

21.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

- 21.3.2 For such period, not exceeding 12 months on a full-time basis, as the Employer may determine, if the child has commenced school at the date of the taking of custody.
- 21.4 Special Adoption Leave - An employee shall be entitled to unpaid adoption leave for up to 2 days to attend interviews or examinations for the purposes of adoption. Adoption leave may be taken as a charge against annual leave, long service leave, flexitime or family and community service leave.
- 21.5 Other Parent Leave - Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 21.5.1 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;
- 21.5.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subclause 21.5.1 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.
- 21.6 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee 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 employee:
- 21.6.1 Applied for parental leave within the time and in the manner determined set out in subclause 21.10 of this clause; and
- 21.6.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 21.6.3 Payment for the parental (i.e. maternity, adoption or short other parent leave) may be made as follows:
- a) In advance as a lump sum; or
 - b) Fortnightly as normal; or
 - c) Fortnightly at half pay; or
 - d) A combination of full-pay and half pay.
- 21.7 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time role who is on part time leave without pay when they start parental leave is paid:
- 21.7.1 At the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 21.7.2 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;
- 21.7.3 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.
- 21.7.4 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 21.7.5 At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

- 21.7.6 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 21.7.7 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 21.8 Except as provided in subclause 21.6 of this clause parental leave shall be granted without pay.
- 21.9 Right to request - An employee who has been granted parental leave in accordance with subclause 21.2, 21.3 or 21.5 of this clause may make a request to the Employer to:
- 21.9.1 Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 21.9.2 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 employee in reconciling work and parental responsibilities.
- 21.9.3 The Employer shall 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 employees, loss of efficiency and the impact on customer service.
- 21.10 Notification Requirements
- 21.10.1 When the Employer is made aware that an employee or their spouse is pregnant or is adopting a child, the Employer must inform the employee of their entitlements and their obligations under the Award.
- 21.10.2 An employee who wishes to take parental leave must notify the Employer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- a) That she/he intends to take parental leave, and
 - b) The expected date of birth or the expected date of placement, and
 - c) If she/he is likely to make a request under subclause 21.9 of this clause.
- 21.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- a) The date on which the parental leave is intended to start, and
 - b) The period of leave to be taken.
- 21.10.4 Employee's request and the Employer's decision to be in writing
- The employee's request under subclause 21.9 and the Employer's decision made under subclause 21.10 must be recorded in writing.
- 21.10.5 A employee 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 Employer 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 Employer agrees.
- 21.10.6 An employee on maternity leave is to notify her Employer of the date on which she gave birth as soon as she can conveniently do so.
- 21.10.7 An employee must notify the Employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 21.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Employer and any number of times with the consent of the Employer. In each case she/he must give the Employer at least 14 days' notice of the change unless the Employer decides otherwise.
- 21.10.9 An employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause 21.9 of this clause, and she/he resumes work immediately after the approved leave or work on a part time basis.
- 21.10.10 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee shall be assigned to a role of the same grade and classification as the employee's former role.
- 21.10.11 An employee does not have a right to her/his former role during a period of return to work on a part time basis. If the Employer approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.
- 21.10.12 An employee who has returned to full time work 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 Employer) must be given.
- 21.10.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or long service leave or sick leave without pay. An employee may apply for accrued annual leave, long service 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.
- 21.10.14 An employee may elect to take available annual leave or long service leave within the period of parental leave provided this does not extend the total period of such leave.
- 21.11 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 21.11.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
- 21.11.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
- 21.11.3 When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay shall 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.
- 21.12 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Employer, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited

to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

21.13 If such adjustments cannot reasonably be made, the Employer must grant the employee 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.

21.14 Communication during parental leave

21.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
- b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

21.14.2 The employee shall 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.

21.14.3 The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this subclause 21.14.

22. Military Leave

22.1 During the period of 12 months commencing on 1 July each year, the Employer may grant to an employee who is a volunteer part time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.

22.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 22.1 of this clause.

22.3 The Employer may grant an employee paid 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.

22.4 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 22.2 of this clause may be granted Military Leave Top up Pay by the Employer.

22.5 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.

22.6 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, annual and long service leave entitlements, and the Employer will continue to make superannuation contributions at the normal rate.

22.7 At the expiration of military leave in accordance with subclause 22.2 or 22.3 of this clause, the employee shall furnish to the Employer a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

23. Purchased Leave

- 23.1 An employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 23.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 23.3 The leave must be taken within the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 23.4 The leave will count as service for all purposes.
- 23.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay:
- 23.5.1 Purchased leave rate means the rate of pay the employee receives when their ordinary rate has been reduced to cover the cost of purchased leave.
- 23.5.2 To calculate the purchased leave rate of pay, the employees ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 23.6 Purchased leave is subject to the following provisions:
- 23.6.1 The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
- 23.6.2 All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, long service leave or leave in lieu, will be paid at the purchased leave rate of pay.
- 23.6.3 Sick leave cannot be taken during a time when purchased leave is being taken.
- 23.6.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 23.6.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- 23.6.6 A higher duties payment will not be paid when purchased leave is being taken.
- 23.7 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

24. Leave Without Pay

- 24.1 The Employer may grant leave without pay to an employee if good and sufficient reason is shown.
- 24.2 Where an employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.
- 24.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 24.4 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

25. Observance of Essential Religious and Cultural Obligations

- 25.1 Provided adequate notice as to the need for leave is given by an employee to the Employer and it is operationally convenient to release the employee from duty, the Employer must grant the leave applied for by the employee for the following:
- 25.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 25.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- 25.2 Annual, Long Service Leave, flex leave or Leave Without Pay may be utilised to observe the obligations.

26. Other Forms of Paid Leave

26.1 Jury Service

- 26.1.1 An employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the employee.
- 26.1.2 An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, provide to the Employer any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.
- 26.1.3 In respect of any period during which an employee was required to be at work the employee shall receive:
- a) Paid leave on ordinary pay where the employee has provided to the Employer a certificate of attendance and pays the attendance fees to the Employer. The employee may retain out of pocket expenses; or
 - b) In any other case, at the election of the employee either annual leave on full pay; or leave without pay, if the employee retains the attendance fees.

26.2 Witness at Court - Official Capacity

When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being at work. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

26.3 Witness at Court - Crown Witness

- 26.3.1 An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted paid leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
- 26.3.2 An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for paid leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

26.4 NAIDOC Day

An employee who identifies as an Indigenous Australian shall be granted up to one day paid leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the employee provides reasonable notice to the Employer.

26.5 Domestic Violence

When the leave entitlements referred to in clause 27, Leave for Matters Arising from Domestic Violence have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

26.6 Sport

Family and Community Services Leave may be granted for attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

26.7 Emergency Services

26.7.1 Employees who volunteer may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of their attendance as a volunteer at the emergency.

26.7.2 Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to 10 days paid leave per year, subject to operational convenience. Proof of course attendance and completion is required.

26.7.3 Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted paid leave for the duration of the course, provided the SES advises the Employer that the employee is required to attend. Proof of course attendance and completion is required.

26.7.4 Employees may be granted an additional 1 day of paid leave for rest when they attend a declared emergency for several days as an SES or RFS volunteer.

27. Leave for Matters Arising from Domestic Violence

27.1 Leave entitlements provided for in clauses 17 (Sick Leave) and 18 (Carer's Leave) and 19 (Family and Community Service Leave), may be used by employees experiencing Domestic Violence.

27.2 Where the leave entitlements referred to in subclause 27.1 above are exhausted, the Employer shall grant paid leave in accordance with subclause 26.5 of this Award.

27.3 The Employer will need to be satisfied, on reasonable grounds that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

27.4 Personal information concerning domestic violence will be kept confidential by the Employer.

27.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

28. Lactation Breaks

- 28.1 This clause applies to employees 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.
- 28.2 An ongoing full time employee or ongoing part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 28.3 An ongoing part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 28.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee 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 employee.
- 28.5 The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 28.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 28.7 Employees 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.
- 28.8 Employees 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 17, Sick Leave of this Award, or access to a flexible working hours scheme provided for in clause 13, Flexible Working Hours of this Award, where applicable.

29. Public Holidays

- 29.1 Unless directed to attend for duty by the Employer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 29.1.1 A public holiday throughout the State; or
- 29.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
- 29.1.3 A day between Boxing Day and New Year's Day determined by the Employer as a public holiday.
- 29.2 An employee required by the Employer 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.
- 29.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

30. Transferred Employees Relocation Costs

- 30.1 The Employer will offer a relocation package to employees whose roles are relocated to another work location by the Employer and where it requires the employee to relocate their principal place of residence from one town or part of the state to another.

- 30.2 A relocation package will be in accord with the Crown Employees (Transferred Employees Compensation) Award 2009 or an Award replacing that Award.

31. Overtime

31.1 General

An employee may be directed by the Employer to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- 31.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- 31.1.2 Any risk to the employee's health and safety;
- 31.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the LLS and the effect on client services;
- 31.1.4 The notice (if any) given by the Employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
- 31.1.5 Any other relevant matter.

- 31.2 Payment for overtime shall be made only where the employee works directed overtime.

- 31.3 Subject to clause 13 Flexible Working Hours, overtime shall be deemed as the hours directed to be worked before 7.30am, or after 6.00pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the Employer to work more than 7.6 hours after finishing overtime or before commencing overtime.

- 31.4 If an employee is compensated for overtime through any other arrangement, the employee is not entitled to the provisions in this clause.

- 31.5 The minimum payment in terms of subclause 31.7 (Overtime Rates) applies, overtime shall not be less than a quarter of an hour.

- 31.6 Overtime is not payable for time spent travelling.

31.7 Overtime Rates

- 31.7.1 The provisions of this clause shall not apply to shift workers. Overtime provisions for shift workers are set out in clause 50 of this Award.

- 31.7.2 Rates - Overtime shall be paid at the following rates:

- a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and double time thereafter for all directed overtime worked outside the employee's ordinary hours of work, if working standard hours, or in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.
- b) Saturday - All overtime worked on a Saturday at the rate of time and one half for the first two hours and double time thereafter.
- c) Sundays - All overtime worked on a Sunday at the rate of double time.
- d) Public Holidays - All time worked on a public holiday at the rate of double time and one half.

- e) An employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for LLS Level 6.5, as varied from time to time, shall be paid for working directed overtime at the rate for LLS Level 6.5, plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 31.8 If an employee is absent from work on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 31.9 An employee who works overtime on a Monday to Friday inclusive, shall be paid a minimum payment of one quarter of one hour at the appropriate rate.
- 31.10 An employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 31.11 Rest Periods:
- 31.11.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - 31.11.2 Where an employee, at the direction of the Employer, resumes or continues working without having had eight (8) consecutive hours off work, then the employee shall be paid at the appropriate overtime rate until released from work for eight hours. The employee will then be entitled to eight (8) consecutive hours off work and shall be paid for the ordinary working time occurring during the absence.

32. Recall to Work

- 32.1 An employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 32.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 32.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of the employee's attendance at work or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 32.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 32.5 A recall to work commences when the employee starts work and terminates when the work is completed. A recall to work does not include time spent travelling to and from the place at which work is to be undertaken.
- 32.6 An employee recalled to work within three (3) hours of the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 32.7 This clause shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. Overtime worked in these

circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

33. On-Call Allowance

- 33.1 When required to be on call, an employee shall be:
- 33.1.1 Paid an allowance as set out in Item 1 of Table 1 of Schedule B;
 - 33.1.2 Available outside of ordinary working hours;
 - 33.1.3 Able to be contacted immediately;
 - 33.1.4 Respond to an emergency/breakdown situation in a reasonable time agreed with the Employer;
and
 - 33.1.5 In a fit state, free of the effects of alcohol or drugs.
- 33.2 If an employee who is on call and is called out by the Employer, the overtime provisions as set out in subclause 31.7 Overtime Rates or overtime worked by shift workers as set out in clause 50, whichever is appropriate shall apply to time worked;
- 33.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

34. Overtime Meal Breaks

- 34.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of work on weekdays, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.2 Employees working flexible hours - An employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing work plus the time taken for lunch, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.3 Employees generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal break after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

35. Overtime Meal Allowances

Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours' notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 10 of Table 2 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

36. Leave in Lieu (Lil) Or Payment for Overtime

- 36.1 The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu at the overtime rate in accordance with subclause 31.7 of this Award.
- 36.2 This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick family member. The leave shall be taken

in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

37. Travelling Expenses

- 37.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Employer.
- 37.2 The Employer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 37.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 37.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 37.5 The Employer will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 37.6 Subject to subclause 37.14 of this clause, an employee who is required by the Employer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 37.7 If meals are provided by the Employer at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 37.8 For the first 35 days, the payment shall be:
- 37.8.1 Where the Employer elects to pay the accommodation provider the employee shall receive:
- a) The appropriate meal allowance in accordance with Item 1 of Table 2 of Schedule B, and
 - b) Incidentals as set out in Item 1 of Table 2 of Schedule B, and
 - c) Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 37.8.2 Where the Employer elects not to pay the accommodation provider the employee shall elect to receive either:
- a) The appropriate rate of allowance specified in Item 2 of Table 2 of Schedule B, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - b) In lieu of subparagraph a) of this subclause, 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 2 of Table 2 of Schedule B.
- 37.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Employer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

- 37.10 Where an employee is unable to so satisfy the Employer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 37.11 After the first 35 days - If an employee is required by the Employer to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance as specified in Item 4 of Table 2 of Schedule B.
- 37.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 37.11 of this clause, the Employer could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.
- 37.13 The return of an employee to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 37.14 This clause does not apply to employees who are on an employee-initiated transfer or secondment in accordance with section 64 of the Act.

38. Excess Travelling Time

- 38.1 Excess Travelling Time - An employee directed by the Employer to travel on official business outside a flexitime bandwidth if working under a Flexible Working Hours Agreement or usual hours of work, for employees working standard hours, to perform work at a location other than normal headquarters or place of work, at the Employer's discretion, will be compensated for such time either by:
- 38.1.1 Payment calculated in accordance with the provisions contained in this clause or
- 38.1.2 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 authorised by the Employer.
- 38.2 Compensation shall be subject to the following conditions:
- 38.2.1 On a non-working day - subject to the provisions of subclauses 38.3.4, 38.3.5 and 38.3.6 of this clause, all time spent travelling on official business;
- 38.2.2 On a working day - subject to the provisions of subclause 38.3 of this clause, all time spent travelling on official business outside a flexitime bandwidth if working under a Flexible working Hours Agreement or usual hours of work, for employees working standard hours.
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 38.3 Compensation for excess travelling time shall exclude the following:
- 38.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 38.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 38.3.3 Travel to new headquarters on permanent transfer, if paid leave has been granted for the day or days on which travel is to be undertaken;
- 38.3.4 Time from 10.00 p.m. on one day to 6.00 a.m. on the following day if sleeping facilities have been provided;
- 38.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 38.3.6 Working on board ship where meals and accommodation are provided;

- 38.3.7 Time within the flex time bandwidth if working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award;
- 38.3.8 Travel overseas.
- 38.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis.
- 38.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 38.6 Employees whose salary is in excess of the rate for LLS Level 5.4 shall be paid travelling time or waiting time calculated at the rate for LLS Level 5.4, plus \$1.00 as adjusted from time to time.
- 38.7 Time off in lieu or payment for excess travelling time or waiting time will not be approved for more than eight hours in any period of 24 consecutive hours.

39. Business Usage of Private Motor Vehicle

- 39.1 The Employer may authorise an employee to use a private motor vehicle for work where:
- 39.1.1 Such use will result in greater efficiency or involve the LLS in less expense than if travel were undertaken by other means; or
- 39.1.2 Where the employee is unable to use other means of transport due to a disability.
- 39.2 An employee who, with the approval of the Employer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 7 of Table 2 of Schedule B for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 39.4 of this clause.
- 39.3 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.
- 39.3.1 The casual rate is payable if an employee elects, with the approval of the Employer, 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.
- 39.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 39.4 Deduction from allowance
- 39.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 39.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per subclause 39.4.3.
- 39.4.3 Designated headquarters
- a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee 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) An employee'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.

39.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee 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 employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

39.4.5 Where a headquarters has been designated per subclause 39.4.3 and the employee 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.

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

39.5 The employee 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 Employer.

39.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.

39.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee shall be entitled to an additional allowance as prescribed in Item 7 of Table 2 of Schedule B.

40. Damage to Private Motor Vehicle Used for Work

40.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Employer provided:

- 40.1.1 The damage is not due to gross negligence by the employee; and
- 40.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 40.2 Provided the damage is not the fault of the employee, the Employer shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
 - 40.2.1 The damage was sustained on approved work activities; and
 - 40.2.2 The costs cannot be met under the insurance policy due to excess clauses.

41. Remote Locations Living Allowance

- 41.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
 - 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or
 - 41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:
 - 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 2 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in subclauses 41.2.2 and 41.2.3 of this clause;
 - 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of table 2 of Schedule B; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - 41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of table 2 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where:
 - 41.3.1 The employee has a dependant as defined in subclause 41.4; and
 - 41.3.2 The employee's dependant(s) resides within the area that attracts the remote area allowance; and
 - 41.3.3 The employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
 - 41.4.1 The spouse of the employee (including a de facto spouse);
 - 41.4.2 Each child of the employee aged eighteen years or under;

- 41.4.3 Each child of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 41.4.4 Any other person who is part of the employee's household and who is, in the opinion of the Employer, substantially financially dependent on the employee.
- 41.5 Fixed term employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 41.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 41.7.1 The employee continues in employment; and
- 41.7.2 The dependants continue to reside in the area specified; and
- 41.7.3 Military pay does not exceed the employee's salary plus the remote areas allowance.
- If the military salary exceeds the employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Other Allowances

42.1 Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

42.1.1 Amenities

- a) A permanent solid floor structure, externally clad and internally lined.
 - b) A bed and mattress and pillow.
 - c) A lockable door and windows that are fly screened.
 - d) Table and chairs.
 - e) Artificial lighting.
 - f) Heating if required.
 - g) Shower facilities with hot and cold water.
 - h) Toilet facilities that are fly proof.
 - i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
 - j) Adequate supplies of fresh drinking water.
- 42.1.2 In the event of there being no permanent structure, the Employer shall provide a caravan with amenities equivalent to those required above.

42.1.3 Where the Employer is unable to provide such equipment specified above, with Employer approval the employee shall be:

- a) Reimbursed for the cost of hiring such equipment upon production of receipts; or
- b) Be paid the daily allowance for providing their own equipment as provided for in Item 6 of Table 2 of Schedule B.

42.1.4 An employee may provide their own bedding or sleeping bag and be paid the bedding allowance as set out in Item 6 of Table 2 of Schedule B. Otherwise the Employer shall provide necessary sheets, blankets or sleeping bag.

42.1.5 Camping allowance and amounts per day are as set out in Item 5 of table 2 of Schedule B.

42.2 Home Office Allowance

Where the Employer, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

42.2.1 A formal agreement shall be signed by the Employer and the employee before such official use of the space.

42.2.2 The Employer will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Employer.

42.2.3 The furniture and equipment provided by the Employer shall remain the property of the Employer.

42.2.4 An Allowance per year of an amount set out in Items 9 of table 2 of Schedule B, payable to the employee on a fortnightly basis in arrears, shall be paid by the Employer on commencement of the use of the room after the agreement has been signed.

42.2.5 The amount of the Allowance will increase in accordance with the amount specified in the annual CPI published by the Australian Bureau of Statistics as at June quarter.

42.2.6 If the agreement is cancelled in writing by either party, no further payments shall be paid by the Employer and no amounts shall be refunded by the employee.

42.3 Flying Allowance

Where an employee is required by the Employer to work from an in-flight situation the employee shall be paid an allowance as set out in Item 2 of Table 1 of Schedule B. The flying allowance payable under this subclause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

42.4 Horse Allowance

If the Employer requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 11 of table 2 of Schedule B for each week or part thereof that the horse is used.

42.5 Dog Allowance

If the Employer requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 12 of table 2 of Schedule B, for each week or part thereof that the dog is used.

43. Above Level Assignments Allowance

- 43.1 Employees who are authorised by the Employer to perform all the duties of an above level assignment for five or more consecutive days, shall not be paid less than the minimum salary of the higher role. .
- 43.2 Where in any one period of an above level assignment of five consecutive days or more the employee does not perform the whole of the duties of the higher role, the employee will be paid a percentage as determined by the Employer of the minimum salary of the higher role..

44. Salary Packaging

- 44.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed in clause 7 or in Table 1 of Schedule A of this Award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 44.2 An employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 44.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged.
- 44.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and the Employer will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 44.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- 44.5.1 Any fringe benefits tax liability arising from a salary packaging arrangement; and
- 44.5.2 Any administrative fees.
- 44.6 Where the employee makes an election to salary package the following payments made by the Employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 44.6.1 Superannuation Guarantee Contributions;
- 44.6.2 Any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
- 44.6.3 Payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

SECTION 3 - OTHER MATTERS

45. Consultation Arrangements

- 45.1 The Employer is committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal between the parties to this Award.
- 45.2 A Joint Consultative Committee (JCC) will be established to facilitate communication and discussion between the parties to help establish cooperation and trust. The JCC will provide a forum for the parties to work together when consultation takes place about workplace change, employment related policies and the review and implementation of this Award.

46. Trade Union Leave and Activities

46.1 LLS will grant special leave with pay to:

46.1.1 Union delegates for undertaking the following activities:

- a) annual or biennial conferences of the delegate's Union;
- b) meetings of the union executive, committee of management or councils;
- c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) attending meetings called by Unions NSW involving the delegate's Union which requires the attendance of a delegate;
- e) giving evidence before an industrial tribunal as a witness for the delegate's Union.

46.1.2 Union members up to a maximum of 12 days in any two year period for undertaking courses organised and conducted for or by the employee's Union or a training provider nominated by the employee's Union;

46.1.3 this leave is granted subject to:

- a) LLS's operational requirements;
- b) the employee's absence being able to be covered by existing employees;
- c) pay being paid at the ordinary hours rate, that is the base rate of pay excluding extraneous payments such as shift allowances, penalty rates, overtime, overtime in lieu, or other costs;
- d) all travel and associated expenses being met by the employee or the employee's Union;
- e) the employee's Union or a nominated training provider confirming the employee's attendance in writing;
- f) the Union advising LLS in writing, in advance and as soon as the date, time and expected duration of meetings, training or activities are known;

46.1.4 LLS will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies;

46.1.5 LLS will re-credit any flex leave or other leave applied for on the day to which special leave applies;

46.2 Subject to operational requirements, Union delegates will be released from the performance of their normal duties and will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:

46.2.1 attendance at JCC meetings;

46.2.2 attendance at meetings with management requiring an employee to attend in the capacity of Union delegate;

- 46.2.3 attendance at disciplinary or grievance meetings where an employee requires the presence of a Union delegate;
- 46.2.4 giving evidence in court or a similar tribunal on behalf of LLS;
- 46.2.5 presenting information about the Union to new employees inducted at LLS;
- 46.2.6 distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours' notice is given to LLS management, unless otherwise agreed between LLS and the Union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- 46.3 Where Union delegates are carrying out Union delegate functions as described in subclause 46.2 above, LLS will:
- 46.3.1 allow the Union delegate reasonable preparation time before attending meetings with management;
- 46.3.2 allow for reasonable travel time to and from meetings;
- 46.3.3 meet the approved travel and accommodation costs incurred from meetings called by LLS management;
- 46.3.4 re-credit any flex leave or other leave applied for on the days which on duty Union delegate responsibilities are required;
- 46.3.5 provide delegates with reasonable access to the following facilities for authorised Union activities:
- a) telephone, facsimile, e-mail if available;
 - b) access to staff noticeboards for material authorised by the delegate's Union;
 - c) workplace conference or meeting facilities, where available, for meetings with members as agreed with LLS and the delegate's Union.
- 46.4 LLS and the Union may enter into an on-loan arrangement allowing a Union member to be seconded to the Union. This on-loan arrangement is granted subject to:
- 46.4.1 the employee not working on LLS related matters, unless otherwise agreed in advance with LLS;
- 46.4.2 the Union reimbursing LLS all employee-related costs including salary and on costs such as superannuation, etc although LLS will continue to be responsible for paying the employee while they are on loan;
- 46.4.3 written agreement being reached with LLS prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, duration and the cost reimbursement schedule;
- 46.4.4 the on-loan arrangement being kept to a minimum time;
- 46.4.5 any application to extend the on-loan arrangement being made in writing to LLS and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;
- 46.4.6 on-loan arrangements being considered as service with LLS for the purpose of accrual of leave. The Union will advise LLS of any leave taken by the employee while they are on loan;

- 46.4.7 LLS granting the on-loan arrangement at its discretion to an employee on a full time or a part time basis subject to LLS's operational requirements.

47. Work Environment

- 47.1 Work Health and Safety - The parties to this Award are committed to achieving and maintaining an accident-free and healthy workplace in LSS by:
- 47.1.1 The development of policies and guidelines for the LLS on Work Health, Safety and Rehabilitation;
- 47.1.2 Assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in LLS and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within LSS to achieve these objectives;
- 47.1.3 Identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
- 47.1.4 Developing strategies to assist the rehabilitation of injured employees;
- 47.1.5 Involving the Agency Head in the provisions of subclause 47.1.1 to 47.1.4 of this clause.
- 47.2 Equality in employment - The Employer is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 47.3 Harassment free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. The Employer and employees are required to refrain from, or being party to, any form of harassment in the workplace.

48. Anti-Discrimination

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 Nothing in this clause is to be taken to affect:
- 48.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 48.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 48.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 48.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

48.5 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.

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

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

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

SECTION 4 - CONDITIONS COVERING SHIFTWORKERS

49. Shift Work

49.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings for the period of the shift worked:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

49.2 The loadings specified in subclause 49.1 of this clause shall only apply to shifts worked from Monday to Friday.

49.3 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 shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

49.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

49.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

49.6 Public Holidays - the following shall apply:

49.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

49.6.2 A shift worker rostered off work on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day.

49.7 Shift Workers Additional leave shall be granted on the following basis:

The number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days

25-31 32 or more	4 additional days 5 additional days
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- 49.8 The additional leave provided for subclause 49.7 shall be granted after 1 December each year for the preceding 12 months.
- 49.9 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the Employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.
- Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.
- 49.10 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall 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 shall be made by the Agency Head.
- 49.11 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours' notice of the proposed change.
- 49.12 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 49.13 If a shift worker continues to work or resumes work without having had eight (8) consecutive hours off work, the shift worker shall be paid overtime in accordance with clause 50, Overtime Worked by Shift Workers of this Award, until released from work for eight (8) consecutive hours. The shift worker will then be entitled to be off work for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 49.14 Time spent off work may be calculated by determining the amount of time elapsed after:
- 49.14.1 The completion of an ordinary rostered shift; or
- 49.14.2 The completion of authorised overtime; or
- 49.14.3 The completion of additional travelling time, if travelling in work time, but shall not include time spent travelling to and from the workplace.
- 49.15 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

50. Overtime Worked By Shift Workers

- 50.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not in addition to the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 50.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 50.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 50.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.

- 50.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 50.1.5 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 6.5 (Pay point 26), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 6.5 (Pay point 26) plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 50.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off work.
- 50.3 The rest period off work shall 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.

SECTION 5 - TRAINING AND PROFESSIONAL DEVELOPMENT

51. Employee Development and Training Activities

- 51.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:
- 51.1.1 All employee development courses conducted by a NSW Public Sector organisation;
- 51.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
- 51.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 51.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities:-
- 51.2.1 Activities for which study assistance is appropriate;
- 51.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Union); and
- 51.2.3 Activities which are of no specific relevance to the LLS.
- 51.3 Attendance of an employee at activities considered by the Employer to be:
- 51.3.1 Essential for the efficient operation of the LLS; or
- 51.3.2 Developmental and of benefit to the LLS;
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 51.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the LLS:
- 51.4.1 Recognition that the employees are performing normal duties during the course;
- 51.4.2 Adjustment for the hours so worked under flexible working hours;
- 51.4.3 Payment of course fees:

- 51.4.4 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
- 51.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Employer is satisfied that the approval to attend constitutes a direction to work overtime under clause 31, Overtime of this Award.
- 51.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the LLS:
- 51.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
- 51.5.2 Payment of course fees;
- 51.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 51.5.4 Such other conditions as may be considered appropriate by the Employer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 51.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the LLS, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Employer is able to release the employee, such leave shall be granted as a charge against available flex leave, annual/long service leave or as leave without pay.
- 51.7 Above Level Assignment Allowance - Payment of an above level assignment allowance is to continue where the employee is in receipt of such allowance and attends a training or developmental activity whilst on duty in accordance with this clause.

52. Study Assistance

- 52.1 The Employer shall have the power to grant or refuse study time.
- 52.2 Where the Employer approves the grant of study time, the grant shall be subject to:
- 52.2.1 The course being a course relevant to the LLS;
- 52.2.2 The time being taken at the convenience of the LLS; and
- 52.2.3 Paid 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.
- 52.3 Study time may be granted to Ongoing and Fixed Term Full Time employees and Ongoing and Fixed Term Part Time employees. Part Time employees however shall be entitled to a pro-rata allocation of study time to that of a Full Time employee.
- 52.4 Study time may be used for:
- 52.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 52.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 52.4.3 Private study; and/or

- 52.4.4 Accumulation, subject to the conditions specified in subclauses 52.6 to 52.10 of this clause.
- 52.5 Employees 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:-
- 52.5.1 Face-to-Face - Employee may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 52.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 52.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 52.6 to 52.10 of this clause.
- 52.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the LLS.
- 52.7 Employees 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 employee and the Employer.
- 52.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee 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.
- 52.9 Employees 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.
- 52.10 Where an employee 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.
- 52.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 52.12 Correspondence Courses - Study time for employees 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.
- 52.13 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.
- 52.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 86.15 Expendable grant - Study time if not taken at the nominated time shall 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.
- 52.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 52.17 The period granted as examination leave shall include:
- 52.17.1 Time actually involved in the examination;

- 52.17.2 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 employee.
- 52.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 52.19 Study Leave - Study leave for full-time study is granted to assist those employees 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.
- 52.20 All employees are eligible to apply and no prior service requirements are necessary.
- 52.21 Study leave shall be granted without pay, except where the Employer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Employer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 52.22 Where financial assistance is approved by the Employer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 52.23 Scholarships for Part Time Study - In addition to the study time/study leave provisions under this clause, the Employer may choose to identify courses or educational programmes of particular relevance or value and establish a LLS 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.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Table 1 - Salary Pay Points

Pay Point	\$ Effective 1 January 2014	\$ Effective from first full pay after 1 July 2014 (ie 4 July 2014) 2.27%	\$ Effective from first full pay after 1 July 2015 (ie 3 July 2015) 2.5%	Grade
1	41,710	42,657	43,723	1.1
2	42,430	43,393	44,478	1.2
3	43,832	44,827	45,948	1.3
4	46,661	47,720	48,913	1.4
5	49,488	50,611	51,876	2.1
6	51,717	52,891	54,213	2.2
7	53,653	54,871	56,243	2.3
8	55,985	57,256	58,687	3.1
9	57,630	58,938	60,411	3.2
10	59,237	60,582	62,097	3.3
11	60,863	62,245	63,801	3.4
12	62,587	64,008	65,608	4.1
13	64,474	65,938	67,586	4.2
14	66,487	67,996	69,696	4.3
15	68,531	70,087	71,839	4.4
16	72,186	73,825	75,671	5.1
17	73,882	75,559	77,448	5.2
18	74,979	76,681	78,598	5.3
19	76,212	77,942	79,891	5.4
20	79,199	80,997	83,022	5.5
21	81,520	83,371	85,455	5.6
22	83,962	85,868	88,015	6.1

23	86,472	88,435	90,646	6.2
24	88,764	90,779	93,048	6.3
25	90,075	92,120	92,120	6.4
26	92,940	95,050	97,426	6.5
27	95,710	97,883	100,330	7.1
28	98,401	100,635	103,151	7.2
29	102,418	104,743	107,362	7.3
30	105,469	107,863	110,560	7.4
31	107,523	109,964	112,713	7.5
32	110,699	113,212	116,042	8.1
33	115,392	118,011	120,961	8.2
34	117,958	120,636	123,652	8.3
35	122,620	125,403	128,538	8.4
36	128,023	130,929	134,202	8.5

Table 2 - Administration and Clerical (A&C) Stream

Classification	Grade	Pay Point
A&C 1 Level 1	1.1	1
A&C 1 Level 2	1.2	2
A&C 1 Level 3	1.3	3
A&C 1 Level 4	1.4	4
Hard Barrier – Comparative Assessment Required		
A&C 2 Level 1	2.1	5
A&C 2 Level 2	2.2	6
A&C 2 Level 3	2.3	7
Hard Barrier – Comparative Assessment Required		
A&C 3 Level 1	3.1	8
A&C 3 Level 2	3.2	9
A&C 3 Level 3	3.3	10
A&C 3 Level 4	3.4	11
Hard Barrier – Comparative Assessment Required		
A&C 4 Level 1	4.1	12
A&C 4 Level 2	4.2	13
A&C 4 Level 3	4.3	14
A&C 4 Level 4	4.4	15
Hard Barrier – Comparative Assessment Required		
A&C 5 Level 1	5.2	17
A&C 5 Level 2	5.4	19
A&C 5 Level 3	5.5	20
A&C 5 Level 4	5.6	21
Hard Barrier – Comparative Assessment Required		
A&C 6 Level 1	6.1	22
A&C 6 Level 2	6.2	23
A&C 6 Level 3	6.4	25
A&C 6 Level 4	6.5	26
Hard Barrier – Comparative Assessment Required		
A&C 7 Level 1	7.1	27
A&C 7 Level 2	7.2	28
A&C 7 Level 3	7.3	29
A&C 7 Level 4	7.4	30
Hard Barrier – Comparative Assessment Required		
A&C 8 Level 1	8.1	32
A&C 8 Level 2	8.2	33
A&C 8 Level 3	8.4	35
A&C 8 Level 4	8.5	36

Table 3 - Advisory and Technical (A&T) Stream

Classification	Grade	Pay Point
A&T 1 Level 1	5.2	17
A&T 1 Level 2	5.4	19
A&T 1 Level 3	5.5	20
A&T 1 Level 4	5.6	21
Hard Barrier – Comparative Assessment Required		
A&T 2 Level 1	6.1	22
A&T 2 Level 2	6.2	23
A&T 2 Level 3	6.4	25
A&T 2 Level 4	6.5	26
Hard Barrier – Comparative Assessment Required		
A&T 3 Level 1	7.1	27
A&T 3 Level 2	7.2	28
A&T 3 Level 3	7.3	29
A&T 3 Level 4	7.4	30
Hard Barrier – Comparative Assessment Required		
A&T 4 Level 1	8.1	32
A&T 4 Level 2	8.2	33
A&T 4 Level 3	8.4	35
A&T 4 Level 4	8.5	36

Table 4 - Field Operations (FO) Stream

Classification	Grade	Pay Point
FO1 Level 1	1.3	3
FO1 Level 2	1.4	4
Hard Barrier – Comparative Assessment Required		
FO2 Level 1	2.1	5
FO2 Level 2	2.2	6
FO2 Level 3	2.3	7
Hard Barrier – Comparative Assessment Required		
FO3 Level 1	3.1	8
FO3 Level 2	3.2	9
FO3 Level 3	3.3	10
FO3 Level 4	3.4	11
Hard Barrier – Comparative Assessment Required		
FO4 Level 1	4.1	12
FO4 Level 2	4.2	13
FO4 Level 3	4.3	14
FO4 Level 4	4.4	15

Table 5 - District Veterinarian Stream

Classification	Grade	Pay Point
Level 1	4.4	15
Level 2.1	5.1	16
Level 2.2	5.3	18
Level 2.3	5.6	21
Level 3.1	6.2	23
Level 3.2	6.3	24
Level 3.3	7.2	28
Level 4.1	7.3	29
Level 4.2	7.4	30
Level 4.3	7.5	31

Hard Barrier – Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33

SCHEDULE B

ALLOWANCES AND EXPENSES

Table 1 - Work Related Allowances

Item No	Clause No	Allowance	\$ Effective from first full pay after 1 July 2015 (ie 3 July 2015) 2.5%
1	33.1	On-call allowance	\$0.92 per hour
2	42.3	Flying allowance	\$19.16 per hour

Table 2 - Meal, Travel and Other Expense Related Allowances

Item No	Clause No	Description	Rates Effective from 1 July 2015 \$
1	37.8.1 (a)	Meal Expenses - where Employer elects to pay the accommodation provider	
	37.8.1 (a)	Capital cities and high cost country centres (see list in item 2)	
		Breakfast	\$25.90
		Dinner	\$49.65
		Lunch	\$29.15
	37.8.1 (a)	Tier 2 and other country centres (see list in item 2)	
		Breakfast	\$23.20
		Dinner	\$45.70
		Lunch	\$26.50
	37.8.1 (b)	Incidental expenses - where Employer pays the accommodation provider	\$18.75
2	37.8.2	Travelling allowances (Accommodation and Meal Allowances - where Employer elects not to pay the accommodation provider)	
		Capital cities	Per day
		Adelaide	\$280.45
		Brisbane	\$328.45
		Canberra	\$291.45
		Darwin	\$339.45
		Hobart	\$255.45
		Melbourne	\$296.45
		Perth	\$356.45
		Sydney	\$308.45

	37.8.2	High cost country centres	Per day
		Albany (WA)	\$302.45
		Alice Springs (NT)	\$273.45
		Bordertown (SA)	\$258.45
		Bourke (NSW)	\$288.45
		Bright (VIC)	\$275.45
		Broome (WA)	\$383.45
		Bunbury (WA)	\$278.45
		Burnie (TAS)	\$283.45
		Cairns (QLD)	\$263.45
		Carnarvon (WA)	\$274.45
		Castlemaine (VIC)	\$263.45
		Chinchilla (QLD)	\$266.45
		Christmas Island (WA)	\$303.45
		Cocos (Keeling) Islands (WA)	\$408.45
		Colac (VIC)	\$261.45
		Dalby (QLD)	\$267.45
		Dampier (WA)	\$298.45
		Derby (WA)	\$313.45
		Devonport (TAS)	\$263.45
		Emerald (QLD)	\$279.45
		Esperance (WA)	\$258.45
		Exmouth (WA)	\$378.45
		Geraldton (WA)	\$298.45
		Gladstone (QLD)	\$310.45
		Gold Coast (QLD)	\$272.45
		Gosford (NSW)	\$263.45
		Halls Creek (WA)	\$322.45
		Hervey Bay (QLD)	\$280.45
		Horn Island (QLD)	\$323.45
		Jabiru (NT)	\$315.45
		Kalgoorlie (WA)	\$282.45
		Karratha (WA)	\$470.45
		Katherine (NT)	\$257.45
		Kingaroy (QLD)	\$257.45
		Kununurra (WA)	\$325.45
		Mackay (QLD)	\$284.45
		Maitland (NSW)	\$275.45
		Mount Isa (QLD)	\$283.45
		Mudgee (NSW)	\$258.45
		Newcastle (NSW)	\$278.45
		Newman (WA)	\$318.45
		Norfolk Island	\$452.45
		Northam (WA)	\$286.45
		Orange (NSW)	\$278.45
		Port Hedland (WA)	\$418.45
		Port Lincoln (SA)	\$293.45
		Port Macquarie (NSW)	\$263.45
		Port Pirie (SA)	\$263.45
		Queanbeyan (NSW)	\$256.45
		Roma (QLD)	\$262.45
		Thursday Island (QLD)	\$323.45
		Wagga Wagga (NSW)	\$264.45
		Weipa (QLD)	\$261.45
		Whyalla (SA)	\$279.45

		Wilpena-Pound (SA)	\$290.45
		Wollongong (NSW)	\$259.45
		Wonthaggi (VIC)	\$261.45
		Yulara (NT)	\$403.45
37.8.2		Tier 2 country centres	Per day
		Albury (NSW)	\$246.15
		Ararat (VIC)	\$246.15
		Armidale (NSW)	\$246.15
		Ayr (QLD)	\$246.15
		Bairnsdale (VIC)	\$246.15
		Ballarat (VIC)	\$246.15
		Bathurst (NSW)	\$246.15
		Bega (NSW)	\$246.15
		Benalla (VIC)	\$246.15
		Bendigo (VIC)	\$246.15
		Broken Hill (NSW)	\$246.15
		Bundaberg (QLD)	\$246.15
		Ceduna (SA)	\$246.15
		Charters Towers (QLD)	\$246.15
		Coffs Harbour (NSW)	\$246.15
		Cooma (NSW)	\$246.15
		Dubbo (NSW)	\$246.15
		Echuca (VIC)	\$246.15
		Geelong (VIC)	\$246.15
		Goulburn (NSW)	\$246.15
		Griffith (NSW)	\$246.15
		Gunnedah (NSW)	\$246.15
		Hamilton (VIC)	\$246.15
		Horsham (VIC)	\$246.15
		Innisfail (QLD)	\$246.15
		Kadina (SA)	\$246.15
		Launceston (TAS)	\$246.15
		Lismore (NSW)	\$246.15
		Mildura (VIC)	\$246.15
		Mount Gambier (SA)	\$246.15
		Muswellbrook (NSW)	\$246.15
		Naracoorte (SA)	\$246.15
		Nowra (NSW)	\$246.15
		Port Augusta (SA)	\$246.15
		Portland (VIC)	\$246.15
		Queenstown (TAS)	\$246.15
		Renmark (SA)	\$246.15
		Rockhampton (QLD)	\$246.15
		Sale (VIC)	\$246.15
		Seymour (VIC)	\$246.15
		Shepparton (VIC)	\$246.15
		Swan Hill (VIC)	\$246.15
		Tamworth (NSW)	\$246.15
		Tennant Creek (NT)	\$246.15
		Toowoomba (QLD)	\$246.15
		Townsville (QLD)	\$246.15
		Tumut (NSW)	\$246.15
		Wangaratta (VIC)	\$246.15
		Warrnambool (VIC)	\$246.15

	37.8.2	Other country centres	\$224.15
	37.8.1 (b) 37.8.2 (b)	Incidental expenses when claiming actual expenses - all locations	\$1875
3	37.8.1 (c)	Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel	Actual Expenses
4	37.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	42.1.5	Camping allowance	Per night
		Established camp	\$31.15
		Non established camp	\$41.15
		Additional allowance for employees who camp in excess of 40 nights per year	\$9.80
6	42.1.4 & 42.1.5	Camping equipment allowance	Per night
		Camping equipment allowance	\$30.85
		Bedding and sleeping bag	\$5.20
7	39	Use of private motor vehicle	Cents per kilometre
	39.3.2	Official business	66.0
	39.3.1	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the 1600cc or less official business rate)	33.0
	39.7	Towing trailer or horse float (13% of the official business rate)	8.6
8	41	Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	\$1970 pa
	41.2.2	- Grade B	\$2613 pa
	41.2.3	- Grade C	\$3490 pa
		Without dependants	
	41.2.1	- Grade A	\$1375 pa
	41.2.2	- Grade B	\$1832 pa
	41.2.3	- Grade C	\$2445 pa
9	42.2.4	Home Office Allowance	\$897 pa
10	35	Overtime meal allowances	Per Occasion
		Breakfast	\$28.80
		Lunch	\$28.80
		Dinner	\$28.80
		Supper	\$10.75
11	42.4	Horse Allowance	\$ per week
12	42.5	Dog Allowance	\$ per week

Adjustments:

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

The Meal and Travel Allowances listed in Items 1, 2, and 10 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on the annual Australian Taxation Office Determination which sets out the reasonable allowance amounts for the respective financial year. .

The Expense Related Allowances listed in Items 5, 6, 7, 8, 9, 11 and 12 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on changes with the Sydney Consumer Price Index (CPI) for the preceding year to the March of the current year.

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

1. Schedule C applies only to former employees of CMA AG who at the time of their transfer to LLS were contracted to work a 35 hour week.
2. The following table outlines the clauses and subclause contained in the Award where transitional arrangements apply to employees of LLS in accordance with clause 1 of Schedule C.

Clause	Title	Award clause for 38 hour week employees	Transitional Provision for 35 hour week employees
2	Definitions - Ordinary Working Hours	means full time ordinary working hours shall be 38 hours per week Monday to Friday	means full time ordinary working hours shall be 35 hours per week Monday to Friday
2	Definitions - Part Time Employees	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 35 per week or less than 7 hours per standard work day.
2	Definitions - Standard Hours	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7 hours, Monday to Friday, with a lunch break of one hour.
10.2	Ongoing Full Time Employment	A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award	A full time employee is an employee employed to work ordinary hours of 35 hours per week as provided for in clause 12 of this Award
10.5.2,a)	Overtime for Casuals	When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.	When directed to perform overtime, casual employees shall be paid for hours in excess of 35 hours a week or in excess of 10 hours on any one day.
12.1	Hours of work	The ordinary hours of work	The ordinary hours of work shall be

		shall be 38 hours per week Monday to Friday.	35 hours per week Monday to Friday.
31.3	Overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7.6 hours after finishing overtime or before commencing overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7 hours after finishing overtime or before commencing overtime.

The transitional arrangements will remain in force until an employee's:

- Employment is terminated, or
- Accepts a voluntary transfer to a new role, or
- Is regraded to a higher role, or
- Is merit selected into a new role.

The transitional arrangements will continue to apply to an employee who obtained a role at the same grade, or at a lower grade, as a result of a change management plan or organisational change.

SCHEDULE D - TRANSLATION TO NEW CLASSIFICATION STRUCTURE

Table 1 - Pay Points to Grade

Pay Point	Grade	Pay Point	Grade	Pay Point	Grade
1	1.1	13	4.2	25	6.4
2	1.2	14	4.3	26	6.5
3	1.3	15	4.4	27	7.1
4	1.4	16	5.1	28	7.2
5	2.1	17	5.2	29	7.3
6	2.2	18	5.3	30	7.4
7	2.3	19	5.4	31	7.5
8	3.1	20	5.5	32	8.1
9	3.2	21	5.6	33	8.2
10	3.3	22	6.1	34	8.3
11	3.4	23	6.2	35	8.4
12	4.1	24	6.3	36	8.5

Table 2 - Administration and Clerical Stream

Administration and Clerical Stream		
Classification	Grade	Pay Point
Customer Service Representative Level 1	1.1	1
Customer Service Representative Level 2	1.2	2
Customer Service Representative Level 3	1.3	3
Customer Service Representative Level 4	1.4	4
Hard Barrier – Comparative Assessment Required		
Customer Services Officer Level 1	2.1	5
Customer Services Officer Level 2	2.2	6

Customer Services Officer Level 3	2.3	7
Hard Barrier – Comparative Assessment Required		
Senior Customer Services Officer Level 1	3.1	8
Senior Customer Services Officer Level 2	3.2	9
Senior Customer Services Officer Level 3	3.3	10
Senior Customer Services Officer Level 4	3.4	11
Hard Barrier – Comparative Assessment Required		
Administration Officer Level 1	4.1	12
Administration Officer Level 2	4.2	13
Administration Officer Level 3	4.3	14
Administration Officer Level 4	4.4	15
Hard Barrier – Comparative Assessment Required		
Coordinator Customer Service Level 1	5.2	17
Coordinator Customer Service Level 2	5.4	19
Coordinator Customer Service Level 3	5.5	20
Coordinator Customer Service Level 4	5.6	21
Hard Barrier – Comparative Assessment Required		
Senior Administration Officer Level 1	5.2	17
Senior Administration Officer Level 2	5.4	19
Senior Administration Officer Level 3	5.5	20
Senior Administration Officer Level 4	5.6	21
Hard Barrier – Comparative Assessment Required		
Business and Finance Officer Level 1	6.1	22
Business and Finance Officer Level 2	6.2	23
Business and Finance Officer Level 3	6.4	25
Business and Finance Officer Level 4	6.5	26
Hard Barrier – Comparative Assessment Required		
Senior Business and Finance Officer Level 1	7.1	27
Senior Business and Finance Officer Level 2	7.2	28
Senior Business and Finance Officer Level 3	7.3	29
Senior Business and Finance Officer Level 4	7.4	30
Hard Barrier – Comparative Assessment Required		
Manager Business and Finance Level 1	8.1	32
Manager Business and Finance Level 2	8.2	33
Manager Business and Finance Level 3	8.4	35
Manager Business and Finance Level 4	8.5	36

Table 3 - Advisory and Technical Stream

Advisory and Technical Stream		
Classification	Grade	Pay Point
Land Services Officer Level 1	5.2	17
Land Services Officer Level 2	5.4	19
Land Services Officer Level 3	5.5	20
Land Services Officer Level 4	5.6	21
Hard Barrier – Comparative Assessment Required		
Senior Biosecurity Officer Level 1	5.2	17
Senior Biosecurity Officer Level 2	5.4	19
Senior Biosecurity Officer Level 3	5.5	20
Senior Biosecurity Officer Level 4	5.6	21
Hard Barrier – Comparative Assessment Required		
Strategic Land Services Officer Level 1	5.2	17
Strategic Land Services Officer Level 2	5.4	19
Strategic Land Services Officer Level 3	5.5	20
Strategic Land Services Officer Level 4	5.6	21
Hard Barrier – Comparative Assessment Required		

Communications Officer Level 1	6.1	22
Communications Officer Level 2	6.2	23
Communications Officer Level 3	6.4	25
Communications Officer Level 4	6.5	26
Geographic Information Systems Officer Level 1	6.1	22
Geographic Information Systems Officer Level 2	6.2	23
Geographic Information Systems Officer Level 3	6.4	25
Geographic Information Systems Officer Level 4	6.5	26
Senior Land Services Officer Level 1	6.1	22
Senior Land Services Officer Level 2	6.2	23
Senior Land Services Officer Level 3	6.4	25
Senior Land Services Officer Level 4	6.5	26
Senior Strategic Land Services Officer Level 1	6.1	22
Senior Strategic Land Services Officer Level 2	6.2	23
Senior Strategic Land Services Officer Level 3	6.4	25
Senior Strategic Land Services Officer Level 4	6.5	26
Hard Barrier – Comparative Assessment Required		
Team Leader Invasive Species and Plant Health Level 1	7.1	27
Team Leader Invasive Species and Plant Health Level 2	7.2	28
Team Leader Invasive Species and Plant Health Level 3	7.3	29
Team Leader Invasive Species and Plant Health Level 4	7.4	30
Team Leader Land Services Level 1	7.1	27
Team Leader Land Services Level 2	7.2	28
Team Leader Land Services Level 3	7.3	29
Team Leader Land Services Level 4	7.4	30
Team Leader Strategic Land Services Level 1	7.1	27
Team Leader Strategic Land Services Level 2	7.2	28
Team Leader Strategic Land Services Level 3	7.3	29
Team Leader Strategic Land Services Level 4	7.4	30
Hard Barrier – Comparative Assessment Required		
Manager Biosecurity and Emergency Services Level 1	8.1	32
Manager Biosecurity and Emergency Services Level 2	8.2	33
Manager Biosecurity and Emergency Services Level 3	8.4	35
Manager Biosecurity and Emergency Services Level 4	8.5	36
Manager Land Services Level 1	8.1	32
Manager Land Services Level 2	8.2	33
Manager Land Services Level 3	8.4	35
Manager Land Services Level 4	8.5	36
Manager Strategic Land Services Level 1	8.1	32
Manager Strategic Land Services Level 2	8.2	33
Manager Strategic Land Services Level 3	8.4	35
Manager Strategic Land Services Level 4	8.5	36

Table 4 - Field Operations Stream

Field Operations Stream		
Classification	Grade	Pay Point
Conservation Field Officer Level 1	1.3	3
Conservation Field Officer Level 2	1.4	4
Hard Barrier – Comparative Assessment Required		
Conservation Field Officer Levels 3 and 4	2.1	5
Conservation Field Officer Level 5	2.3	7
Hard Barrier – Comparative Assessment Required		
Senior Field Officer (Travelling Stock Routes) Level 1	2.1	5
Senior Field Officer (Travelling Stock Routes) Level 2	2.2	6
Senior Field Officer (Travelling Stock Routes) Level 3	2.3	7
Hard Barrier – Comparative Assessment Required		
Conservation Field Officer Level 6	3.2	9
Conservation Field Officer Level 7	3.3	10
Hard Barrier – Comparative Assessment Required		
Biosecurity Support Officer Level 1	3.1	8
Biosecurity Support Officer Level 2	3.2	9
Biosecurity Support Officer Level 3	3.3	10
Biosecurity Support Officer Level 4	3.4	11
Hard Barrier – Comparative Assessment Required		
Biosecurity Officer Level 1	4.1	12
Biosecurity Officer Level 2	4.2	13
Biosecurity Officer Level 3	4.3	14
Biosecurity Officer Level 4	4.4	15
Hard Barrier – Comparative Assessment Required		
Ranger (Travelling Stock Routes) Level 1	4.1	12
Ranger (Travelling Stock Routes) Level 2	4.2	13
Ranger (Travelling Stock Routes) Level 3	4.3	14
Ranger (Travelling Stock Routes) Level 4	4.4	15
Hard Barrier – Comparative Assessment Required		
Managing Ranger (Grandparented for present occupants)	5.1 (\$75,671 p/a)	16

Table 5 - District Veterinarian Stream

District Veterinarian Stream (Personal Progression)		
Classification	Grade	Pay Point
District Vet Level 1	4.4	15
District Vet Level 2.1	5.1	16
District Vet Level 2.2	5.3	18
District Vet Level 2.3	5.6	21
District Vet Level 3.1	6.2	23
District Vet Level 3.2	6.3	24
District Vet Level 3.3	7.2	28
District Vet Level 4.1	7.3	29
District Vet Level 4.2	7.4	30
District Vet Level 4.3	7.5	31
Hard Barrier – Comparative Assessment Required		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33
Senior District VET (Grandparented for present occupants)	8.3 (\$123,652 p/a)	34

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 585 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
10.	Additional Rates and Allowances
20.	Annual Leave
21.	Annual Leave Loading
34.	Anti Discrimination
39.	Area Incidence and Duration
1.	Arrangement
25.	Bereavement Leave
8.	Classification Structure
4.	Contract of Employment
3.	Definitions
35.	Dispute Settling Procedure
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28.	In Service: Preschools and OOSHC Centres
16.	Job Sharing
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29.	Meetings and Activities
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2.	Name of Award
12.	Overtime
23.	Parental Leave
14.	Payment of Wages
24.	Personal Carers Leave
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19.	Public Holidays
27.	Redundancy
17.	Relieving in Other Positions
7.	Rostered Days Off Duty
37.	Salary Packaging
11.	Saturday and Sunday Work
4A.	Secure Employment Provisions
18.	Sick Leave

- 33. Superannuation
- 32. Supported Wage
- 9. Wages

PART B

MONETARY RATES

- Table 1A - Former Wages
- Table 1B - Wages - Support Worker Classifications
- Table 1C - New Wages - Child Care Classifications Long Day Care
- Table 1D - New Wages - Child Care Classifications Pre-Schools
- Table 2 - Additional Rates and Allowances
- Appendix A - Casual Service Card
- Appendix B - Parental Leave

2. Name of Award

This Award shall be known as the Miscellaneous Workers Kindergarten and Child Care Centres (State) Award 2006.

3. Definitions

- (i) Full-Time Employee - means an employee employed and paid by the week subject to clause 4, Contract of Employment and clause 5 (i) of the award.
- (ii) Part-time Employee - means an employee who works a constant number of ordinary hours less than the ordinary number of hours prescribed for full-time employees in subclause (i) of this clause and clause 5 (i) of the award.
- (iii) Casual Employee - means an employee engaged and paid as such.

Notation: Certain casual employees may have rights to make an election to convert their employment under the provisions of Clause 4A of this award.

- (iv) Temporary Employee
 - (a) means an employee engaged to work full-time or part-time for a specified period which is not more than two years but not less than 20 days.
 - (b) Such employees shall be engaged solely for the following specified purposes:
 - (1) to replace existing employees proceeding on annual leave, maternity leave, long service leave, workers compensation or leave without pay;
 - (2) to occupy specially funded positions;
 - (3) to occupy positions approved by the Department of Community Services which vary a centre's licence;
 - (4) to occupy positions resulting from seasonal employment fluctuations in a locality;
 - (5) to occupy positions resulting from increases in enrolments.

Notation: Employees engaged pursuant to (4) and (5), above, shall not be engaged in such a way that would displace existing employees or future permanent employees.

- (v) Day - means the period from midnight to midnight.
- (vi) Union - means The Liquor, Hospitality and Miscellaneous Union, New South Wales Branch.
- (vii) Night Shift - means any shift finishing subsequent to midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00am.
- (viii) Afternoon Shift - means any shift finishing after 6.30pm and at or before midnight.
- (ix) Early Morning Shift - means any shift commencing at or after 5.00am and before 6.30am.
- (x) Night Shift, Non-rotating - means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employee's working time off night shift in each roster cycle.

4. Contract of Employment

- (i)
 - (a) All employees will be engaged on a probationary period of three months.
 - (b) Except for the first three months of employment, the employment of a full-time or part time employee may be terminated by a week's notice given by either party or by the payment or forfeiture, as the case may be, of one week's wages in lieu of such notice. This shall not affect the right of an employer to dismiss any employee without notice for misconduct and in such cases wages shall be paid up to the time of dismissal only.
 - (c) During the first three months of employment, the employment may be terminated by a day's notice given by either party or by the payment or forfeiture, as the case may be, of one day's wages in lieu of such notice.
- (ii) Payment During Vacations: Notwithstanding the foregoing provisions, where an establishment is closed during a vacation period and no work is available, an employee shall be paid the ordinary rate of pay during such a period provided that during the Christmas vacation only an employee with insufficient credit of annual leave to maintain the ordinary rate of pay during the said vacation period may be stood down without pay for a maximum of four weeks.

Provided further that where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee during the vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next term, the contract of employment shall not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955*. Any period of non-employment of any such employee who is so re-employed shall not count as qualifying service for the purposes of such Act.
- (iii) The employment of a casual employee may be terminated by one hour's notice.
- (iv) Upon request by an employee, the employer shall give an employee a signed statement of service upon termination. Such statement shall certify the period of commencing and ceasing employment and the class of work upon which the employee was employed. Note: with respect to casual employees, see paragraph (e) of subclause (i) of clause 8, Classification Structure of this award.
- (v) Employees terminating employment shall be paid all wages and other monies due forthwith, including any payments which may be due in lieu of annual leave and/or long service leave.
- (vi) Flexibility of Work

- (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
- (b) Persons employed as Child Care Workers may be required to assist with duties incidental to their primary contact care role.
- (c) Any direction issued by an employer shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4A. Secure Employment Provisions

(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 shall 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 shall 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)(a) 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 shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall 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 shall, 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 or 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 (e), the employee shall 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 shall 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) Occupational Health and Safety
- (a) For the purposes of this subclause, the following definitions shall 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 shall 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 *Occupational Health and Safety Act 2000* 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 shall 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.

- (vi) Exemption

The above mentioned casual conversion clause will not apply to persons who perform work pursuant to the *Technical and Further Education Commission Act 1990*.

5. Hours

- (i) Ordinary Working Hours - The ordinary working hours, inclusive of crib breaks, shall not, without payment of overtime, exceed an average of thirty eight per week. Such hours shall be worked as follows:
- (a) Day Workers - Between the hours of 6.30 a.m. and 6.30 p.m., Monday to Friday inclusive. The above hours shall be worked on each day in either one or two shifts provided that the total hours worked on any day shall not exceed the applicable hours provided for in clause 6 Implementation of 38 Hour Week without payment for overtime.
- (b) Shift Workers - Fixed shifts of a duration provided for in Clause 6, Implementation of 38 hour week to be worked on five days of the week, Monday to Sunday inclusive.
- (ii) Notification of Hours - The employer shall, by legible notice displayed at some place accessible to the employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of meal or crib breaks. Such hours, once notified, shall not be changed without the payment of overtime except by seven days' clear notice to the employee, or by mutual agreement between the employer and employee to waive or shorten the notice period, or due to an emergency outside the employer's control.

Any dispute as to the existence of an emergency will be dealt with in accordance with the dispute settling procedure of this award.

Notation: An 'emergency' must be given its ordinary meaning. It is not to be understood to comprehend routine events, such as an employee having to remain at the end of their rostered hours, when a parent fails to arrive on time to collect a child. Such work, if required will involve overtime to which the award overtime provisions will apply.

Notation: For part time employees see subclause (iii) of Clause 12, Overtime.

- (iii) Rest Pauses - All employees shall be allowed a rest break of ten minutes per shift between the second and third hour from starting time and, if the work exceeds seven hours from starting time the employee shall be allowed a further rest break of ten minutes, to be taken at a time mutually convenient to the employer and the employees in the establishment concerned, subject to the provisions relating to the supervision of children under the *Children and Young Persons (Care and Protection) Act 1998*.
- (iv) Crib Breaks - Not more than thirty minutes nor less than twenty shall be allowed to employees each day for a midday crib break between the fourth and fifth hour if such employee's shift exceeds five hours from commencement of work. Such crib breaks shall be counted as time worked.

Provided however that employee may, by agreement with the employer, leave the premises during the crib break. Where such reasonable request has been made by an employee, the employer shall give favourable consideration to any such request having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. Such time away from the premises shall not count as time worked nor shall any payment be made for such time. A record of unpaid lunch periods shall be kept in the Time and Wages records.

- (v) Unpaid Meal breaks for those employed on or after 28 August 2000. An employer may direct an employee engaged on or after 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. During this unpaid time, the employee may leave the premises.
- (vi) Unpaid Meal breaks for those employed prior to 28 August 2000. With the prior written agreement of the employee, an employer may direct an employee engaged prior to 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. The prior agreement of the employee shall be recorded in the time and wages record. During this unpaid time, the employee may leave the premises.
- (vii) Employee performing duties during meal break. If an employee is required to perform duties during and unpaid meal break, the employee shall be paid at time and one half for the time worked with a minimum payment as for fifteen minutes work. Where the employee works more than fifteen minutes, the payment shall be as for thirty minutes.

6. Implementation of 38 Hour Week

6A. Ordinary Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 per week, as provided in clause 5, Hours, of this award.
- (ii) In respect of employees engaged prior to 28 August 2000, the 38 hour week is to be implemented by the working of a 19 day month in accordance with sub-clause 6.B. Provided that, with the consent of the employee, the ordinary hours of work may be implemented in accordance with (b), (c), (d), or (e) of sub-clause (iii) of this clause. The consent of the employee must be in writing and a notation of the consent shall be kept in the time and wages record.
- (iii) In respect of employees engaged on or after 28 August 2000, ordinary hours of work in accordance with clause 5, Hours of this award, may be implemented in one of the following ways:-
 - (a) by working a 19 day month; or
 - (b) by working 3 x 10 hour shifts and 1 x 8 hour shift per week; or
 - (c) by working 4 x 9.5 hour shifts per week; or
 - (d) by working 5 x 7.6 hour shifts per week; or
 - (e) by working 4 x 8 hour shifts and 1 x 6 hour shift per week.

6B. 19 Day Month

- (iv) An employee shall accrue two hours per week or 0.4 of an hour (i.e., 24 minutes) for each eight hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.
- (v)
 - (a) Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid stand-down as provided in clause 4 (ii) of this award) and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes. Provided however that accrued days off shall not be regarded as part of annual leave for any purpose.

- (b) Notwithstanding the provisions of paragraph (a) of this subclause, an employee shall be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.
- (c) An employee who has not worked a complete four week cycle in order to accrue a rostered day off, shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination, (i.e. an amount of 24 minutes for each 8 hour day worked).
- (vii) Subject to subclause (v) of this clause, an employee shall accrue an entitlement to rostered days off in any twelve months of consecutive employment to the extent provided in the following table:

Number Of Weeks Establishment Open Per Year	Accrued Days Off Per Year
41 weeks	10.25
42 weeks	10.50
43 weeks	10.75
44 weeks	11.00
45 weeks	11.25
46 weeks	11.50
47 weeks	11.75
48 weeks - 52 weeks	12.00

6C. Implementation of 19 Day Month

- (viii) By mutual agreement between the employer and employee concerned, the employer may fix one work day in every fourth week as an accrued rostered day off to the extent of such rostered days off accrued in accordance with subclause (vii) of this clause; or Accumulation
- (ix) Establishments Operating 48 - 52 Weeks

The employee may accrue sufficient accrued days off to enable such days to be taken as rostered days off to a maximum block of five (5) days at any one time in any twelve (12) months of consecutive employment, and provided that no two (2) blocks of rostered days off shall follow on consecutively.

The employee shall take such rostered days off by mutual agreement with the employer.

- (x) Establishments Operating 41 - 47 Weeks

Accumulated rostered days off shall be taken during non-term time, including but not limited to the period of paid stand-down provided in Clause 4 (ii) of this award.

6D. Part Time Employees

- (a) A part time employee as defined in clause 3 (ii) of this award who is regularly rostered to work ordinary hours over five days per week shall accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause (vi) of this clause. A part time employee may choose to be paid the appropriate higher hourly rate (that is a rate based on a 38-hour divisor, as set out in clause 7(ii) in lieu of accruing an entitlement to rostered days off subject to mutual agreement between employer and employee. A notation of such agreement shall be kept in the Time and Wages Records.

Provided that in respect of part time employees engaged on or after 28 August 2000, the employer may require that such employee be paid the higher rate in lieu of the rostered day off.

- (b) Where rostered days off are taken the provisions of subclause 6C of this clause shall apply.
- (c) A part-time employee as defined in subclause (ii) of clause 3, Definitions, who works less than five days per week shall be paid for all hours worked (on the basis of a 38-hour divisor) subject to subclause (iv) of clause 9, Wages in lieu of an entitlement to rostered days off subject to mutual agreement between the employer and the employee/s.

6E. Casual Employees

A casual employee as defined in subclause (iii) clause 3, Definitions, shall be paid for all hours worked subject to subclause (v) of clause 9, Wages in lieu of an entitlement to accrued days off prescribed by this clause.

7. Rostered Days Off Duty

- (i) Rostering
 - (a) Notice - Except as provided in paragraph (b), an employee shall be advised by the employer at least four weeks in advance of the day or days he or she is to be rostered off duty.
 - (b) Substitution - An individual employee with the agreement of the employer may substitute the day he or she is rostered off duty for another day.
 - (c) Payment of Wages - Subject to Clause 14, Payment of Wages, of this award, where an employee is paid by cash or cheque and such employee is rostered off duty on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.
 - (d) Accumulation - Rostered days off may accumulate in accordance with subclause (iv) of clause 6, Implementation of 38 Hour Week of this award.
- (ii) Payment of Rostered Days Off - For every ordinary hour paid for, payment to the employee of one twentieth (5%) of the hourly rate will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken. Notation: The withholding of payment for rostered days off for part time employees may also be implemented by applying a divisor of 40 in lieu of a 38 divisor to the appropriate full time rate of pay used to determine the part time rate applicable.
- (iii) Rostered Day Off Falling on a Public Holiday - Where an employee's rostered day off falls on a public holiday the employee and the employer shall agree to the substitution of an alternative day off. Provided however that where such agreement is not reached the substituted day may be determined by the employer.
- (iv) Sick Leave and Rostered Days Off - An employee is not eligible for sick leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (v) Bereavement & Rostered Days Off - An employee shall not be entitled to payment for Bereavement leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (vi) Work on Rostered Day Off - Except as provided in paragraph (b) of subclause (i) of this clause, any employee required to work on a rostered day off shall be paid in accordance with the provisions of clause 12, Overtime, of this award and an alternative day shall be granted as a rostered day off.

8. Classification Structure

- (i) Implementation of Classification Structure

- (a) The employer shall determine the appropriate classification for each position in the service having regard to the needs of the service. The employer may choose not to appoint anyone to a particular classification in the Award, subject to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* and/or the *Children's Services Regulations 2004*.
- (b) An employee will be appointed to the position and the corresponding classification in this award having regard to the duties required by the employer to be undertaken by the employee, the qualifications of the employee and the employee's length of service.
- (c) An employee shall commence on the step in the appropriate classification commensurate with the number of years of employment in early childhood and child care services for children aged 0 - 12 years whether conducted by the employer or not and shall progress thereafter in accordance with the award.

Progression through the steps of each classification in this clause for part-time and casual employees shall be based on full-time equivalent service.

- (d) Calculation of Employment: When calculating employment for the purposes of this clause, one year of employment may be deducted for every period of five year's absence from early childhood and child care services.
- (e) Employment History on Engagement:
 - (1) Full time or Part time employees - upon engagement, an employee shall establish the employee's employment history in early childhood and child care services for the purposes of determining, where necessary, the appropriate step applicable under the classification structure set out in subclause (ii) of this clause.
 - (2) Casual employees - a casual employee shall maintain and keep up to date a record of employment as set out in Appendix A of this award. Such record shall be signed by the employer at the conclusion of each period of casual employment.
- (f) An employee may apply for a higher classification when a position becomes available in the service subject to the employee possessing the requisite qualifications and appropriate selection procedures for the particular service being followed.
- (g) Any dispute in relation to the implementation of the classification structure shall be dealt with in accordance with Clause 35 - Dispute Settling Procedure of this award.
- (h) Translation
 - (1) Existing employees whose duties fall within the classification structure set out in this award should confer with their employer and seek to reach agreement on any translation that may apply to the employee's classification as a result of the introduction of new classifications in this award.
 - (2) Employees will translate to new classifications, if applicable, on the basis of the following principles:
 - where an existing employee retains their existing classification, they will retain their current incremental position in that classification based on their years of experience in the industry;
 - where an existing employee is subsequently reclassified to a higher classification, they will be paid at the rate for the classification to which they are appointed to in accordance with 8(i)(c).

Co-ordinators will be classified according to their qualifications, the service type, and the number of licensed child care places.

New employees will be classified and paid according to the appropriate table in Part B Monetary Rates of this award.

(ii) Classification Structure

An employer shall classify the position to which an employee is appointed in accordance with the following structure:

Child Care Support Worker (as defined)

Child Care Support Worker (Qualified Cook) (as defined)

Child Care Worker (as defined)

Step	
1	on engagement without early childhood or child care service
2	after 1 year's employment in this classification, or the satisfactory completion of an AQF Certificate III in Children's Services (with less than 12 months employment in an early childhood or child care service)
3	after 2 year's employment in this classification
4	after 3 year's employment in this classification
5	after 1 year's employment in this classification, in addition to the satisfactory completion of an AQF Certificate III in Children's Services.

Advanced Child Care Worker (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification

Advanced Child Care Worker (Qualified) (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification
4	required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for

Assistant Co-ordinator (as defined)

Assistant Co-ordinator Qualified (as defined)

Co-ordinator (as defined)

Level		
1	OOSH	on engagement with an Out Of School Hours centre
2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29 licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

Co-ordinator Qualified (as defined)

Level		
1	OOSH	on engagement with an Out Of School Hours Centre
2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29 licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

- (iii) Child Care Support Worker means an employee appointed by the employer to perform some or all of the following duties:

assisting a qualified cook;

laundry work;

cleaning;

gardening;

cooking (where the employee is unqualified);

driving (as part of other duties);

handy work; and

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a higher classification; provided that this does not promote de skilling.

- (iv) Child Care Support Worker (Qualified Cook) - means an employee who holds basic qualifications in cooking, and who is appointed by the employer to cook meals in the service. An employee in this classification may be required by the employer to perform other duties as required by the employer as are within the knowledge, skills and capabilities of the employee including duties at a higher or lower classification; provided that this does not promote de skilling.

- (v) Child Care Worker - means a carer appointed by the employer to contribute to the development of and assist in the implementation of the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for Steps 1 to 4.

(a) An employee who has completed an AQF Certificate III in Children's Services shall be paid no less than Child Care Worker Step 2.

(b) An employee who has completed both an AQF Certificate III in Children's services and 12 months equivalent full-time service in a child care service, or has successfully completed an approved Certificate III traineeship of no less than 12 months duration, shall be classified at Step 5.

(c) An employee at this level is responsible for their own work and may be required by the employer to perform some or all of the following duties:

positively interact with children, give each child individual attention and comfort as required;
assist to implement daily routines;

assist with ensuring a safe, healthy and clean indoor and outdoor environment for children;

supervise the activities of a group of children for short periods of time during the day;

work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;

understand and work according to the service policies and procedures;

assist in the development and/or evaluation of the program;

assist in the observation and evaluation of the children's development;

assist with the recording of children's development and assist in planning for the ongoing development of the child;

communicate with parents as instructed;

attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;

perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

- (d) An employee at this level may be required by the employer to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998*.
- (e) Employees appointed to the position of child care worker, but required to perform the duties of an advanced child care worker, will be paid the higher rate applicable to that classification.
- (vi) Advanced Child Care Worker - means an unqualified carer appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;

ensure the maintenance of a healthy and safe work environment;

ensure a safe, healthy and clean indoor and outdoor environment for children;

liaise with parents as to needs of the children and the service;

maintain appropriate and up-to-date records;

ensure that programs are planned, implemented and evaluated for each child in their care;

ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

- (vii) Advanced Child Care Worker: Qualified - means a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;

ensure the maintenance of a healthy and safe work environment;

ensure a safe, healthy and clean indoor and outdoor environment for children;

liaise with parents as to needs of the children and the service;

maintain appropriate and up-to-date records;

ensure that programs are planned, implemented and evaluated for each child in their care;

ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer including duties at a lower classification; provided this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

Advanced Child Care Worker Qualified Step 4 means a qualified carer who holds the Associate Diploma in Social Science (Child Studies), Diploma in Children's Services or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to a position where the employee is required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for.

- (viii) Assistant Co-ordinator - means carer appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee will not be regarded as working at this level for relieving in a supervisory position to fill a temporary absence where the provisions of Clause 17 'Relieving Other Positions' of this Award apply.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (ix) Assistant Co-ordinator Qualified means a carer who holds a Diploma in Children's Services, or an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker Qualified, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (x) Co-ordinator - means a carer appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform all of the following duties:

be accountable to the employer for the administration of the service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the implementation and maintenance of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding Service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that Government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (xi) Co-ordinator: Qualified means a qualified carer who holds the Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform the following duties:

be accountable to the employer for the administration of the Service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the maintenance and implementation of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

acts as Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act 1998* as amended, where required by the employer;

develop, implement and evaluate Service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (xii) Co-ordinator Level 1 (Out Of Schools Hours) - means a Co-ordinator (as defined) appointed to an OOSH service who does not hold a Diploma Children's Services, an Associate Diploma in Social Science (Child Studies), or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended.
- (xiii) Co-ordinator Level 2 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xiv) Co-ordinator Level 3 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xv) Co-Ordinator Level 4 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.
- (xvi) Co-ordinator Qualified Level 1 (Out Of School Hours) means a Co-ordinator Qualified (as defined) appointed to an OOSH service.
- (xvii) Co-ordinator Qualified Level 2 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xviii) Co-ordinator Qualified Level 3 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xix) Co-ordinator Qualified Level 4 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.

9. Wages

- (i) Full-Time Employees
 - (a) Rates:- The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Long day Care Centres or services operating more than 41 weeks per year shall be the rates as set out, in Table 1B and 1C - Wages, of Part B, Monetary Rates.
 - (b) Rates:- The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Pre-Schools or services operating 41 weeks per year shall be the rates as set out, in Table 1B and 1D - Wages, of Part B, Monetary Rates.
 - (c) 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 overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (ii) Savings Clause - Leading Hand and First Aid Allowance: With the exception of employees classified as Co-ordinators under the new structure, an employee who is employed as at July 8, 1997 and who is currently appointed as a leading hand and/or appointed first aid attendant and is in receipt of an allowance for such appointment(s) shall continue to receive the amount of such allowance(s), as an over award payment, whilst they continue in employment in that position with that employer.
- (iii) Part time Employees:
 - (a) Rates - For each hour worked during ordinary time, part-time employees shall be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them.
 - (b) Minimum Starts
 1. Child Care Support Worker. A part-time employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day shall be paid a minimum of two hours for each start.
 2. Out of School Hours Care. A part-time employee working a single shift shall be paid a minimum of two hours for each start.
 3. Broken Shift Workers. A part-time employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of Clause 5, Hours, of this award, shall be paid a minimum of two hours for each of the two shifts so worked.
 4. All other part-time employees shall be paid a minimum of three hours for each start.
- (iv) Casual Employees
 - (a) Rates. Casual employees, for each hour worked during ordinary time shall be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them, plus an additional amount of 15 per centum of the appropriate weekly rate. Casuals are entitled to annual leave payments under the *Annual Holidays Act, 1944*. The employer must make the payment by adding an additional one twelfth of the ordinary time casual hourly rate to the aggregate ordinary pay after each engagement.
 - (b) Minimum Starts

1. Child Care Support Worker A casual employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day shall be paid a minimum of two hours for each start.
 2. Out of School Hours Care A casual employee working a single shift shall be paid a minimum of two hours for each start.
 3. Broken Shift Workers A casual employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of Clause 5, Hours, of this award, shall be paid a minimum of two hours for each of the two shifts so worked.
 4. All other casual employees shall be paid a minimum of three hours for each start.
- (v) The hourly rates for part-time and casual employees shall be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.
- (vi) Juniors: Junior Child Care Workers employed shall be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

Age	Percentage (per week)
Under 17 years of age	70
At 17 years of age	80
At 18 years of age	90
At 19 years of age	100

The above mentioned percentages shall be calculated to the nearest ten cents, provided however that any broken part of ten cents in the result less than five cents shall be disregarded.

- (vii) Junior Employees (Special Conditions): Junior employees employed otherwise than in accordance with subclause (vii), of this clause, shall be paid the appropriate adult rate of pay. The employment of junior employees is further subject to the following conditions:-
- (a) The ratio of juniors to adults employed in any capacity in any establishment shall not exceed the following ratios -

Where up to 20 children are catered for - one junior to one adult.

Where over 20 children are catered for - one junior to two adults.
 - (b) Junior employees engaged as trainee Advanced Child Care Worker shall be required, as a condition of employment, to train as such. employees shall attend the Associate Diploma of Social Science (Child Studies) Course or such other technical college course as is necessary.
 - (c) The employer shall, in respect of each trainee Advanced Child Care Worker, pay all fees and charges necessary to attend and complete the said course and shall, if necessary, allow the employee time off duty without deduction of pay to attend the said course.

(viii) Phasing in and Savings provision

(a) Savings

No employee shall suffer a reduction in wages and/or allowances as a result of the insertion of the new classification structure into this award on 7 March 2006.

(b) Commencement

The rates of pay set out in this award will apply on and from the first pay period after 7 March 2006.

- (c) Phasing in of Increases. Where the employee's current rate of pay is below the total new end rate of pay specified in this Award for the classification appropriate to the employee, the difference will be phased in according to the following provisions:

Date	Increase	
7 March 2006	4%	
1 September 2006	4%	Or, the balance of the remaining increase, if less than 4 per cent
1 March 2007	4%	Or, the balance of the remaining increase, if less than 4 per cent
1 September 2007	4%	Or, the balance of the remaining increase, if less than 4 per cent
1 March 2008		The balance of the remaining increase.

- (d) The employer and employee may agree to earlier implementation dates for wage increases than those set out in subclause (c) above.
- (e) In the event that the employer and the employee cannot reach agreement as envisaged by clause 8(i)(h)(1), or in the event that a dispute arises as the transitional arrangements referred to in clause 8, the procedures specified in clause 35 - Dispute Settling Procedure must be followed.

10. Additional Rates and Allowances

- (i) Straight Shifts: The following additional allowances for shift work shall be paid to employees in respect of work performed during ordinary hours for shifts as defined in subclauses (vii), (viii), (ix) and (x) of Clause 3, Definitions, of this award:

	Percentage
Early morning shift	10%
Afternoon shift	15%
Night shift, rotating with day or afternoon shift	17.5%
Night shift, non-rotating	30%

- (ii) Broken Shifts - Employees working broken shifts as provided in paragraph (a) of subclause (i), of clause 5, Hours, shall be paid the following additional allowances:
- (a) For each broken shift so worked - a shift allowance in accordance with Item 1 of Table 2 Additional Rates and Allowances, of Part B, Monetary Rates.
- (b) Excess fares allowance - at the rate in accordance with Item 2 of the said 2.
- (iii) Uniform Laundry Allowance - In the event of an employee being required to wear a uniform such uniform shall be provided by and laundered at the employer's expense, or, by mutual agreement, such employees shall be paid a uniform laundry allowance, in accordance with Item 3 of the said Table 2.
- (iv) Cooks Uniform Laundry Allowance - Where an employer requires a cook to wear an ordinary white overall or wrap, coat, cap, apron and trousers, usually worn by cooks, such garments shall be laundered either at the employer's expense or at the option of the employer, the employee shall be paid a cooks uniform laundry allowance, in accordance with Item 4 of the said Table 2.
- (v) First Aid Certificate:
- (a) If an employer requires an employee who is not required to have a first aid certificate under the award definition of the classification, to obtain and/or maintain such a qualification, the employee shall be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course shall be met by the employer.
- (b) Employers who require employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding shall ensure staff are adequately trained in such procedures,

before being required to undertake them. The cost of any such training will be met by the employer.

- (vi) **Qualification Allowances**
- (a) An employee who has completed successfully the Commercial Cookery Basic Training Course at TAFE or a course deemed by the employer to be an equivalent qualification, shall be paid an additional allowance in accordance with Item 5 of the said Table 2, such amount shall be part of the ordinary rate of pay for all award purposes.
- (b) An employee who has completed successfully the Hotel and Restaurant Cookery Course at the Sydney Technical college or a course deemed by the employer to be an equivalent qualification, shall be paid an allowance in accordance with Item 6 of the said Table 2, such amount shall be part of the ordinary rate of pay for all award purposes.
- (c) An employee shall advise the employer of the date of completion of such course as specified in paragraph (a) and/or (b) of this subclause.
- (vii) The rate of pay for a Support Worker (Qualified Cook) provided for in subclause (i) of clause 9, Wages of this award shall include any allowance for the responsibility of directing or supervising the duties of an assistant cook when such is employed.
- (viii) **Board and Lodging :** An employer shall not be compelled to board and/or lodge any worker but where board and/or lodging are provided the employer shall be entitled to deduct in respect of all workers the following amounts:-
- (a) For full board of twenty-one (21) meals per week, an amount equal to 18.5 per cent of the adult basic wage.
- (b) For full lodging for seven (7) days per week, an amount equal to 7 per cent of the adult basic wage.
- (c) Where by mutual consent, part board and/or part lodgings are provided the deductions referred to in subclauses (a) and (b), of this clause, may be made on a pro-rata basis. Non-residential employees shall not suffer any deductions for meals provided unless by mutual consent.
- (ix) **Authorised Supervisor Allowance:** An employee (other than a Co-ordinator: Qualified or a Co-ordinator) who is required by the employer to act as an Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act 1998*, as amended, shall be paid an amount as set out in Item 8, of the said Table 2. The daily rate for such allowance shall be calculated by dividing the weekly allowance by 5.

11. Saturday and Sunday Work

- (i) **Ordinary Hours - Shift Workers -** Shift workers required to work their ordinary hours on a Saturday and/or Sunday shall as prescribed by subclause (i)(b) of clause 5, Hours of this award, be paid for all time so worked at the following rates:
- | | |
|---------------|-------------------|
| Saturday Work | Time and one-half |
| Sunday Work | Double time |
- (ii) The rates prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed in subclause (i) of clause 10, Additional Rates and Allowances, of this award.
- (iii) **Overtime - Day Workers**
- (a) Overtime performed on Saturday shall be paid for at the rate of time and one half for the first three hours and double time thereafter with a minimum payment of not less than four hours at such rate.

- (b) Overtime performed on Sundays shall be paid for at the rate of double time.
- (iv) Overtime - Shift Workers
 - (a) Overtime performed on Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (b) Overtime performed on Sundays shall be paid for at the rate of double time.

12. Overtime

- (i) Subject to subclause (iii) of this clause and subclauses (iii) and (iv) of clause 11, Saturday and Sunday Work of this award, for all work done outside ordinary hours the rates of pay shall be time and one half for the first two hours and double time thereafter. In computing overtime each day's work shall stand alone.
- (ii) Where overtime or extra shifts are required to be worked, the employer shall give preference for such work to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iii) Part-time employees -

If a part-time employee agrees to work additional hours, the additional hours must be paid at the same rate as full time employees are paid under the award. The work must be paid for at the ordinary hourly rate for all hours unless they fall outside the ordinary hours fixed by this Award for full-time employees. Any hours worked in addition to ordinary full-time hours must be paid at the overtime rate applicable to full-time employees under this Award.
- (iv) Meal Money: An employee required to work overtime in excess of one and one half hours shall either be paid an allowance in accordance with Item 7 of Table 2 of Part B, Monetary Rates or be supplied with a meal of equivalent value.
- (v) Time Off in Lieu of Overtime : Where an employee performs duty on overtime the employee may at the employee's request and with the agreement of the employer subsequently be released from duty in ordinary hours subject to the following conditions:
 - (a) The agreement shall be in writing and be kept with the time and wages records;
 - (b) Where an employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay; all other overtime worked and in respect of which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this award;
 - (c) Where an employee elects to take any period/s of time off in ordinary hours in accordance with this clause such time off shall be with pay and shall equate to the relevant period/s of overtime worked;
 - (d) Time off may be taken only in respect of overtime worked between Monday to Friday inclusive;
 - (e) Payment for any period/s of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;
 - (f) An employee may not accumulate more than 20 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period/s of overtime referable thereto shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.

- (vi) Reasonable Overtime: Subject to clause (vii) an employer may require an employee to work reasonable overtime at overtime rates.
- (vii) 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.
- (viii) For the purposes of clause (vii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee's health and safety;
 - (2) the employee's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

13. Make Up Time

An employee may elect, with the consent of their 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.

14. Payment of Wages

- (i) Wages shall be paid weekly or fortnightly in ordinary working time. An employee kept waiting after the normal ceasing time for the payment of wages shall be paid at overtime rates from the normal ceasing time until payment is made. Casual employees shall be paid within one hour of the termination of the employment or on the normal pay day for the establishment.
- (ii) Where an employer and employee agree, the employee may be paid the employee's wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account.
- (iii) Where payment is made by cheque the employer shall ensure that clearance of such cheque is made available by the appropriate bank or, alternatively, an employer may make a direct deposit by cheque to the appropriate bank for transfer to nominated employee accounts to ensure access by the employee to wages on the nominated pay day.

15. Miscellaneous Conditions

- (i) Boiling Water: Hot water shall be provided by the employer where practicable.
- (ii) Accommodation for Meals: Employers shall allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee shall leave such place in a thoroughly clean condition.
- (iii) Rubber Boots: Where employees are required to work outside or in toilets in wet conditions they shall be supplied with rubber boots, which should remain the property of the employer.
- (iv) Rubber Gloves: Where employees are required to clean toilets or to use acids or other injurious substances or detergents they shall be supplied with rubber gloves, which shall remain the property of the employer and shall be replaced by the employer when unserviceable.

- (v) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
- (vi) Clean overalls shall be supplied by the employer for all outdoor staff where such employee requires same.
- (vii) A first aid kit shall be supplied and be readily available to all employees.
- (viii) All materials, equipment, etc. required for the work and for cleaning purposes shall be supplied by the employer.
- (ix) Protective clothing, overalls or uniforms supplied pursuant to this award shall remain the property of the employer and shall be returned upon termination of employment.

16. Job Sharing

- (i) Definitions 'Job Sharing' may be defined as the occupation of a full-time or part-time position by two employees (job sharers) sharing all of the duties and responsibilities of the position.
- (ii) General Employment Conditions
 - (a) A job share position shall only be created by mutual agreement between the employer and the employee occupying the position to be job shared.
 - (b) Subject to the provisions of subclause (iii) of this clause relating to overtime, job sharers will be employed on pro-rata hours, wages and conditions for the relevant classification or grade of the position filled.
 - (c) Before any job sharing arrangements are approved, the employer shall provide each prospective job sharer with a copy of this clause and obtain her or his acceptance of the job share position to be worked.
 - (d) Job sharers will discuss with the employer arrangements to determine how the job is to be split and agree the hours to be worked by each job sharer including the arrangements to be adopted when one job sharer is absent.
 - (e) Where a job share position is of a specific duration and instead of being filled by two existing employees an additional employee must be engaged to share the position, such additional employee shall be advised that the position is only available for the duration sought and approved.
- (iii) Hours of Duty
 - (a) The hours of work of job sharers shall be worked in accordance with clause 5, Hours of this award.
 - (b) The hours of job sharers once established will not be changed except by mutual consent of both the job sharers and the employer or subject to the operational requirement of the centre. Where an employer is required to change a job sharers hours because of the operational requirement of the centre, the employer shall give the job share employees notice in accordance with subclause (ii) of Clause 5, Hours of this award.
 - (c) The total weekly hours of job sharers of a full-time position shall not exceed an average of 38 hours per week to be worked in accordance with Clause 6, Implementation of the 38 Hour Week. Hours worked in excess of the arrangements set out in the said Clause 6 by a job sharer shall be paid in accordance with Clause 12, Overtime of this award.

- (d) Job Sharers shall not be entitled to accrue credits towards rostered days off provided for under clause 6, Implementation of 38 Hour Week and clause 7, Rostered Days Off Duty of this award.
- (iv) Leave
 - (a) Job sharers shall be entitled to all leave provisions available under this award on a pro rata basis.
 - (b) Job sharers may take annual leave or other leave at the same time or separately.
 - (c) Job sharers may be asked and may agree to cover for the absences of the other job share employees. Such coverage may be either for part of the absence or for the full period.
 - (d) All leave arrangements wherever possible will be made by mutual agreement between both job sharers and the employer.
 - (e) Where a job share employee agrees to cover for the other job share employee whilst he or she is on leave, they shall be paid at ordinary rates for the extra days or extra hours worked subject to the provisions of paragraph (f) of this subclause.
 - (f) Where the absence of one job sharer on leave is covered by the other job sharer the aggregate number of hours worked shall not exceed those of a full-time employee without the payment of overtime.
- (v) Redundancy Subject to the provisions of clause 27, Redundancy of this award where a job share position is made redundant then the job sharers shall be entitled to the provisions of the said clause 27.
- (vi) Termination of Employment
 - (a) The position of a job sharer may be terminated in accordance with the relevant provisions of clause 4, Contract of Employment of this award.
 - (b) Where one job sharer has terminated the position of the remaining job sharer shall not be prejudiced.
 - (c) Where one job-sharer has terminated, the position may be filled internally or externally provided that any replacement employee is advised of the job share nature of the position and particularly when the position is of a specific duration, or the remaining job-sharer may be offered the option of occupying the full position on a permanent basis.
 - (d) Any replacement employee shall also be advised of the provisions of this clause applying to the job share position.

17. Relieving in Other Positions

- (i) Employees employed at work for which a higher rate is fixed shall be paid such higher rate whilst so employed. If employed for four hours or more on the higher class of work employees shall be paid the higher rate for the whole of that day.
- (ii) Where an employee is called upon to perform duties for which a lower rate is fixed the employee shall suffer no reduction in pay.

18. Sick Leave

For exemptions to certain provisions of this clause for certain categories of employees, see clause 36, Exemptions of this award.

- (i) A full time employee is entitled to 15 days sick leave in the first year of employment, and 12 days in each subsequent year. Any leave accrued and not utilised accumulates to a maximum of 120 days.

- (ii) A part time employee is entitled to pro rata sick leave commensurate with the proportion which their ordinary hours bears to 38 hours per week.
- (iii) The employee shall provide to the employer a doctors certificate in respect of absences of two days or more or where the sick leave occurs before or after a public holiday, rostered day off or weekend.
- (iv) A Statutory Declaration shall be accepted in respect of any single day absences.
- (v) The employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of an inability to attend for duty and, and as far as practicable, the estimated duration of the absence.

Payment During the Initial Three Months of Service

- (vi) Paid sick leave which may be granted to a staff member in the first three months of service shall be limited to five days' paid sick leave unless the centre approves otherwise. Paid sick leave in excess of five days granted in the first three months of service shall be supported by a satisfactory medical certificate.
- (vii) Following the completion of three months of service with an employer the employee shall be entitled to the balance of leave not taken up to a maximum of 15 days in the first year of service.

Infectious Diseases at the Centre or Service

- (viii) Consideration shall be given to extending the sick leave amount in the circumstances where an infectious disease or illness has been identified at the centre, and an employee is subsequently infected.

Workers Compensation

- (ix) An employee shall not be entitled to sick leave for any period in respect of which the employee is entitled to workers compensation.
- (x) Notwithstanding anything contained in subclause (i), of this clause, a weekly employee suffering injury through an accident arising out of and in the course of employment (not being an injury in respect of which there is an entitlement to workers' compensation) necessitating his or her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his or her pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance and expenses shall include fares.

Definition of Week

- (xi) For the purpose of this clause "week" means:-
 - (a) In the case of part-time employees - the number of ordinary weekly hours regularly worked by such employees;
 - (b) in the case of all other weekly employees - thirty eight hours.

Savings for sick leave accruals

- (xii) Employees engaged at 7 March 2006 who have accrued in excess of 120 days of sick leave under previous accruals will not have their entitlement reduced as a consequence of this award. Such accruals in excess of 120 days will, as of 7 March 2006 be capped at that higher level, and that level will form the maximum accrual for the employee whilst employed by the same employer.
- (xiii) Current employees will receive the sick leave allowances in sub clause (i) of this clause on their next anniversary with their current employer.

19. Public Holidays

- (i) The days on which the following holidays are observed shall be holidays, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales, and the first Monday in August or such other day as is mutually agreed between the employer and an employee or the employer and the majority of employees. Provided that for pre-schools operating 41 weeks per year only, the first Monday in August may be subsumed into a period of paid stand-down provided in clause 4(ii) of this award.
- (ii) The above holidays falling on an ordinary working day shall be paid for if not worked, irrespective of such holidays falling in a vacation period.
- (iii) Employees required to work on any of the above holidays shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker as provided for in subclause (i)(b) of clause 5, Hours and:
 - (1) the employee is not required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such day;
 - (2) the employee is required to work on that day, the employer shall pay such employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (b) The employer may, in lieu of the payment of eight hours' ordinary pay prescribed in paragraph (a) of this subclause, add a day to the annual leave period.
 - (c) Any day or days added in accordance with this subclause shall be the working day or working days immediately following the annual leave period to which the employee is entitled to under clause 20, Annual Leave, of this award.
 - (d) Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, the employee shall be entitled also to an additional payment for each day accrued to the employee under this clause at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (a) of this subclause.
- (v) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of the employee's working hours fall on the holiday, in which case all time worked shall be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.

20. Annual Leave

- (i) All employees except seven day shift workers - see *Annual Holidays Act 1944*.
- (ii) Seven Day Shift Workers - in addition to the leave provided by section 3 of the *Annual Holidays Act 1944*, a seven day shift worker at the end of each year of employment shall be entitled to the additional leave as prescribed below:-
 - (a) If during the year of employment the employee has served continuously as a seven day shift worker, the additional leave with respect to that year shall be one week.

- (b) If during the year of employment the employee has served only a portion of it as a shift worker, the additional leave shall be 3.5 hours for each completed month of employment as a shift worker, or provided that where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and any such fraction shall be discharged by payment only.

Where the employment of a seven day shift worker is terminated and the shift worker thereby becomes entitled under section 4 of the *Annual Holidays Act 1944*, to payment in lieu of an annual holiday with respect to a period of employment, he or the shift worker shall be entitled to an additional payment of 3.5 hours at such ordinary rate of pay for each completed month of service as a seven day shift worker.

- (iii) For the purposes of this clause, a seven day shift worker means an employee whose ordinary working hours includes Sundays and/or holidays on which the shift worker may be regularly rostered for work.

21. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes his or her annual holiday, or where, by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (Note: See subclause (vi) as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his or her annual holiday together with, where applicable, the following allowances prescribed by clause 10, Additional Rates and Allowances, in subclause (vii) Leading Hands and subclause (vi) Qualification Allowances of this award, but shall not include any other allowances, penalty rates, shift allowances, overtime rates or any other payment prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; Provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with subclause (v), of this clause, applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.
- (vii) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned -
- (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v), of this clause;
- (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him or her under the Act such proportion of the loading that would have been payable to him or her under this clause if he

or she had become entitled to an annual holiday prior to the close down as his or her qualifying period of employment in completed weeks bears to 52.

(viii)

- (a) When the employment of an employee terminates for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled he or she shall be paid a loading calculated in accordance with subclause (v), of this clause, for the period not taken.
- (b) Except as provided in paragraph (a), of this subclause, no loading is payable on the termination of an employee's employment.

(ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he or she had not been on holiday; Provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

(x) By agreement between the employer and employee, the loading may be calculated in relation to such period of an employee's annual holiday as is equal to the period of annual holiday to which the employee is entitled for the time being under the *Annual Holidays Act 1944* at the end of either each calendar year or at the end of each year of the employee's employment. The employer will identify the payment on the employee's payslip when the payment is made.

Any agreement made pursuant to sub-clause (x) will be recorded in writing in the time and wages record.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Parental Leave

- (i) See Appendix B to this award.
- (ii) 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.

(iii) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (3) 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 shall 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 Clause 23(iii)(a)(2) and 23(iii)(a)(3) must be recorded in writing.
- (d) Request to return to work part-time
- Where an employee wishes to make a request under Clause 22(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.
- (iv) 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 shall 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 employee held before commencing parental leave; and
- (2) 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 shall 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 or other contact details which might affect the employer's capacity to comply with Clause 23(iv)(a).

24. Personal/Carers Leave

For exemptions to the provisions of this clause for certain categories of employees see clause 36, Exemptions of this award.

- (i) Use of sick leave
- (a) An employee with responsibilities in relation to a class of person set out in 24(i)(c)(2) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after September 12th, 1996 for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency.
- (b) The employee shall, if required,
- (1) 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, 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.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care and support of the person concerned; and

- (2) the person concerned being:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.

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

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 shall 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 settling procedure at Clause 35 should be followed.

- (ii) Unpaid leave for family purpose

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(i)(c)(2) above, who is ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

- (iii) Annual leave

- (a) To give effect to this clause an employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph 24(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) 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.
 - (d) 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.
- (iv) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of their employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.
 - (b) Arrangements for taking overtime as time off shall be governed by Clause 12 - Overtime of the Award.
- (v) Make-up time
- An employee may elect, with the consent of their employer, to work "make-up time" in accordance with Clause 13 - Make Up Time of the Award.
- (vi) Grievance process
- In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settling provisions of this award.

(vii) Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 24(i)(b) and 24(i)(d) 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 Clause 24(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) 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. Bereavement Leave

- (i) An employee other than a casual employee shall 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 (iii) below. Provided that where the death of a relative as defined occurs outside Australia and a memorial service is held, one day's leave without loss of any ordinary pay shall be allowed.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed by (i)(c)(2) of Clause 24 Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (i), (ii), (iii) (iv) and (v) of Clause 24 Personal/Carers Leave of this Award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clause 25(ii) 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 Clause 24(i)(c)(2).
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) 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.

26. Jury Service

- (i) An employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay as if working.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

27. Redundancy

- (i) Application
 - (a) This clause shall apply in respect of full time and part time employees as set out in clause 9, Wages.
 - (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (v) of this clause.
 - (c) Notwithstanding anything contained elsewhere in this award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or

employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction Of Change

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

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

(iii) Employers Duty To Discuss Change

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Discussions Before Terminations

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

(v) Notice For Changes In Production, Program, Organisation Or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(vi) Notice For Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the 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.

(vii) Time Off During The Notice Period

- (a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(viii) Employee Leaving During The Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(ix) Statement Of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Notice To Centrelink

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

(xi) Centrelink Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(xii) Transfer To Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the 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 ordinary time rates for the number of weeks of notice still owing.

(xiii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age & Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and all purpose allowances paid in accordance with this award.

(xiv) Incapacity To Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (xiii) of this clause will have on the employer.

(xv) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause if the employer obtains acceptable alternative employment for an employee.

(xvi) Procedures Relating To Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 33, Dispute Settling Procedure of this award.

28. In-Service - Pre-Schools and Out of School Hours Care Centres

- (i) This clause shall apply only to pre-schools operating 41 weeks per year and out of school hours care centres operating 41 weeks per year.
- (ii) Employees may be required to attend in-service courses totalling up to an accrued value time of 38 hours duration in any calendar year. In computing attendance at in-service courses, each year shall stand alone.
- (iii) Attendance at such in-service courses may be during stand-down (non-term) time.
- (iv) An employee attending in-service courses outside his or her ordinary hours of work shall accrue such hours as 'accrued value time' at the rate of one and a half hours accrued for each of the first two hours of such in-service attended and two hours accrued for each additional hour of in-service attendance thereafter. In computing 'accrued value time' each day's in-service shall stand alone.

Such 'accrued value time' shall count towards hours of attendance at in-service courses in accordance with subclause (ii) of this clause.

29. Meetings and Activities

An employee may be required to attend up to a maximum of two hours per month and co-ordinators up to four hours per month where such time involves parental meetings, staff meetings and other duties not including the supervision of children without any payment being due. Part-time employees may be required to attend such meetings outside of ordinary hours on a pro rata basis.

Any hours required to be worked in excess of those specified above will be paid in accordance with Clause 12 Overtime of this award.

30. Professional Development, Training and Planning

- (a) Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of employees is a joint responsibility of both the employer and the employee.

- (b) The employer may request an employee to attend any courses in non-term time or after hours relating to professional development, training and planning. The employee cannot unreasonably refuse to attend such courses, provided that a full-time employee who receives no more than four weeks' annual leave in a calendar year shall receive time in lieu for time spent at any courses outlined in this clause.
- (c) Any dispute in relation to attendance shall be dealt with in accordance with clause 35, Dispute Settling Procedure of this award.

31. Examination and Study Leave

An employee who for the purpose of obtaining the Certificate III in Children's Services or the Diploma in Children's Services enrolls at a College of Technical and Further Education shall be granted leave with pay on the day of any examination required in the course. Provided that such leave of absence shall only be approved where a month's prior notice is given to enable alternate staffing arrangements to be effected.

32. Supported Wage

Definition:

- (i) 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:
 - (a) "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)".
 - (b) "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 productive capacity within the Supported Wage System.
 - (c) "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.
 - (d) "Assessment instrument" means the form 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.

Eligibility criteria

- (ii) 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 Disability Support Pension.

(The 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 provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

(The 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 eligible for, a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the Act, or if a part only has received recognition, that part).

Supported wage rates

- (iii) Employees to whom this clause applies shall be paid the applicable percentage of the rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity Rate (Subclause (d))	% of Prescribed Award
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the amount payable shall not be less than \$45.00 per week.

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

Assessment of capacity

- (iv) 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:
- (a) the employer and the union party to the award, in consultation with the employee or, if desired by any of these.
 - (b) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

Lodgement of assessment instrument

- (v)
- (a) All assessment instruments under the condition of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.
 - (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union which is party to the award/agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

Review of assessment

- (vi) 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.

Other terms and conditions of employment

- (vii) Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award paid on a pro rata basis.

Workplace adjustment

- (viii) An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

Trial Period

- (ix)
- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision 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.
- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (iv) of this clause.

33. Superannuation

A. Definitions

- (i) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by deed made 14 October 1987.
- (ii) "HESTA" means the Health Employees Superannuation Trust Australia, constituted by deed made 30 July 1987.
- (iii) "Union" means The Australian Liquor, Hospitality and Miscellaneous Workers Union of Australia, New South Wales Branch.
- (iv) "Eligible employee" means:
- (a) a full-time employee engaged under the terms and conditions of this Award.
- (b) a part-time or casual employee engaged under the terms and conditions of the above Award who earns two hundred dollars (\$200.00) or more per calendar month.
- (v) "Ordinary time earnings" means the weekly rate of pay for the employee's classification (including leading hand allowances, broken shift allowance, excess fares allowance, toilet cleaning allowance, qualification allowances and shift work premiums) and any overaward payments for ordinary hours of work.

B. Fund

- (i) For the purposes of this clause, contributions made by employers shall be made as follows:

- (a) the employer shall offer each employee a choice between H.E.S.T.A. and A.S.S.E.T.
- (b) the employee shall nominate the fund into which contributions shall be made.
- (ii) Each employer bound by this award shall sign and execute an agreement to become a participating employer to either H.E.S.T.A. or A.S.S.E.T. dependent upon the fund chose by the employee.
- (iii) Each employer bound by this award shall become party to H.E.S.T.A. or A.S.S.E.T. upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (iv) An employee shall become eligible to join H.E.S.T.A. or A.S.S.E.T. in accordance with the following:
 - (a) in the case of an employee who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988, and
 - (b) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (v) An employer shall take all necessary steps to ensure an eligible employee becomes a member of the fund.

C. Contributions

- (i) Each employer shall pay to the respective Trustee in respect of each eligible employee an amount equal to three percentum of employee's ordinary time earnings for all ordinary hours worked from the date the employee becomes eligible in accordance with Clause 3(iv) of this award.
- (ii) A pro-rata deduction shall be made from the weekly contribution payable for any unauthorised absence of at least one day's duration.
- (iii) An employer shall not be required to contribute during any period of unpaid leave - such as unpaid sick leave, maternity leave or the like, or periods of workers compensation beyond the expiry of any entitlement to full pay in accordance with the *Workers Compensation Act, 1987*. Further an employer shall not be required to make additional contributions in respect of annual leave paid out on termination.
- (iv) Contributions shall be made at the end of each calendar month for periods of employment worked during that month.
- (v) Notwithstanding the date upon which an employee signs an Application Form, contributions in accordance with subclause (I) of this clause shall be made from the date when the employee became eligible for membership.

D. Records

The employer shall retain all records relating to the calculation of payments due to the fund/s in respect of each employee and such records shall be retained for a period of six years.

E. Exemptions

Employers of employees who are contributions or eligible to become contributors to the following Superannuation Funds or any scheme/s replacing such Funds shall be exempt from the provisions of this Award:

State Superannuation Fund

State Public Service Superannuation Scheme

Public Authorities Superannuation Scheme

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

Notes

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

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

35. Dispute Settling Procedure

The parties agree that, subject to the provisions of the New South Wales *Industrial Relations Act 1996*, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the employee's immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the affected employee(s), the union delegate (if any) or contact and the employer. Both the employer's industrial representative and the employee's union representative may be notified.

- (iii) If no agreement is reached the union representative or contact will discuss the matter with the employer's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

36. Exemptions

The provisions of clause 24, Personal/Carers Leave, Clause 25 Bereavement Leave and subclause (iv) of clause 18, Sick Leave shall not apply to employees of the following:

- (a) licensed child care centres, child minding centres, day nurseries and pre-school kindergartens attached to or operated by a non-Government school; or
- (b) licensed child care centres, child minding centres, day nurseries and pre-school kindergartens operated by a Catholic Diocese, a Catholic religious order or a Catholic parish; or
- (c) licensed child care centres, child minding centres, day nurseries and pre-school kindergartens operated by the following organisations:
 - (A) Society of St Vincent de Paul;
 - (B) AMIGOSS Co-operative Limited;
 - (C) Camperdown Child Care Centre Limited;
 - (D) Wunanbiri Pre-School; and
 - (E) St Patrick's SHOOSH Care Association Inc.

Such employees shall continue to be entitled to family leave provisions and additional sick leave in the first year of employment contained in the Miscellaneous Workers Kindergartens and Child Care Centres Family Leave (Catholic Kindergartens, Child Care Centres and Others and Independent Schools) (State) Award published 17 November 1995 (289 IG 519) as varied.

37. Salary Packaging

- (i) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (iii) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
 - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;

- (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
- (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (ii) the applicable rate specified in Table 1, Rates of Pay of this Award.
- (g) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
- (i) any allowance, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement
- (j) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

38. Leave Reserved

Leave is reserved to Employers First to apply in relation to unpaid meal break and crib break provisions in the Award.

39. Area, Incidence and Duration

This award rescinds and replaces the Miscellaneous Workers Kindergartens and Child Care Centres &c. (State) Award, published 22 June 2001 (325 I.G. 652), and all variations thereof.

It shall apply to all persons of the classes herein provided for within the jurisdiction of the Kindergartens, &c. (State) Industrial Committee.

This award shall take effect on and from the 7 March 2006 and shall remain in force for a period of three years.

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 October 2015.

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

PART B

MONETARY RATES

Table 1A - Former Wages

Classification	Weekly Rate From First Pay Period On or After 28th August 2005
Child Care Worker	
Step 1	524.80
Step 2	529.40
Step 3	533.80
Step 4	538.40
Advance Child Care Worker	
Step 1	549.30
Step 2	561.30
Step 3	572.20
Advanced Child Care Worker Qualified	
Step 1	616.50
Step 2	625.60
Step 3	634.80
Co-ordinator - Unqualified Small	
Step 1	568.50
Step 2	582.50
Step 3	593.40
Co-ordinator - Unqualified Large	
Step 1	580.10
Step 2	592.00
Step 3	603.00
Co-ordinator - Qualified Small	
Step 1	643.30
Step 2	652.40
Step 3	661.60
Co-ordinator - Qualified Large	
Step 1	662.40
Step 2	671.50
Step 3	678.70

TABLE 1B

Wages - Support Worker Classifications

Classification	Rate at 16/12/12 (2.5%) \$	Rate at 16/12/13 (2.27%) \$	Rate at 16/12/14 (2.38%) \$	Rate at 16/12/15 (2.5%) \$
Support Worker	666.70	682.90	699.20	716.70
Support Worker (Qualified Cook)	682.70	698.20	714.80	732.70

TABLE 1C

New Wages - Child Care Classifications in Long Day Care

Level	Step	Rate at 16/12/12 (2.5%) \$	Rate at 16/12/13 (2.27%) \$	Rate at 16/12/14 (2.38%) \$	Rate at 16/12/15 (2.5%) \$

CCW	1	762.70	780.00	798.60	818.60
	2	768.90	786.40	805.10	825.20
	3	774.90	792.50	811.40	831.70
	4	781.20	798.90	817.90	838.30
	5	788.60	806.50	825.70	846.30
ACCW	1	796.10	814.20	833.60	854.40
	2	812.60	831.00	850.80	871.00
	3	838.40	857.40	877.80	899.70
ACCWQ	1	852.40	871.70	892.40	914.70
	2	939.30	960.60	983.50	1008.10
	3	984.70	1007.10	1031.10	1056.90
	4	1033.70	1057.20	1082.40	1109.50
Asst Co-ord		868.90	888.60	909.70	932.40
Asst Co-ord Qual		1056.70	1080.70	1106.40	1134.10
Co-Ord OOSH	L1	930.90	952.00	974.70	999.10
Co-Ord LDC	L2	953.80	975.50	998.70	1023.70
	L3	985.10	1007.50	1031.50	1057.28
	L4	1024.50	1047.80	1072.70	1099.50
Co-Ord Qual OOSH		1137.30	1163.10	1190.80	1220.60
Co-Ord Qual LDC	L2	1160.20	1186.50	1214.70	1245.10
	L3	1191.60	1218.60	1247.60	1278.80
	L4	1230.90	1258.80	1288.80	1321.00

TABLE 1D

New Wages - Child Care Classifications In Pre-Schools

Level	Step	Rate at 16/12/12 (2.5%) \$	Rate at 16/12/13 (2.27%) \$	Rate at 16/12/14 (2.38%) \$	Rate at 16/12/15 (2.5%) \$
CCW	1	735.10	751.90	769.80	789.00
	2	741.20	758.00	776.00	795.40
	3	746.90	763.90	782.10	801.70
	4	752.90	770.00	788.30	808.00
	5	760.10	777.40	795.90	815.80
ACCW	1	767.20	784.60	803.30	823.40
	2	783.00	800.80	819.90	840.40
	3	808.00	826.30	845.00	866.10
ACCWQ	1	821.50	840.10	860.90	882.40
	2	905.00	925.30	947.30	971.00
	3	948.60	970.10	993.20	1018.00
	4	995.80	1018.40	1042.60	1068.70
Asst Co-ord		837.30	856.30	876.70	898.60
Asst Co-ord Qual		1017.90	1041.00	1065.80	1092.40

Co-ordOOSH	L1	900.90	921.10	943.00	966.60
Co-Ord Pre-Sch	L2	923.70	944.70	967.20	991.40
	L3	955.10	976.80	1000.00	1025.00
	L4	994.50	1017.10	1041.30	1067.30
Co-Ord Qual OOSH		1099.40	1124.40	1151.20	1180.00
Co-Ord Qual Pre-Sch	L2	1122.30	1147.80	1175.10	1204.50
	L3	1153.60	1179.80	1207.90	1238.10
	L4	1193.00	1220.10	1249.10	1280.30

TABLE 2**Additional Rates and Allowances**

Item No	Clause No.	Brief Description	Amount 16/12/12 (2.5%) \$	Amount 16/12/13 (2.27%) \$	Amount 16/12/14 (2.38%) \$	Amount 16/12/15 (2.5%) \$
1	10 (ii)(a)	Broken Shift	67.40 Per week 13.50 Per day	68.90 Per week 13.80 Per day	70.50 Per week 14.10 Per day	72.30 Per week 14.50 Per day
2	10 (ii)(b)	Excess Fares	9.20	9.40	9.60	9.80
3	10 (iii)	Uniform: Laundry Allowance	4.90	5.00	5.10	5.20
4	10 (iv)	Cooks Uniforms: Laundry Allowance	7.80	8.00	8.20	8.40
5	10 (vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	6.70	6.90	7.10	7.30
6	10 (vi)(b)	Hotel & Restaurant Cookery Certificate	14.10	14.40	14.70	15.10
7	12 (iv)	Meal Money	7.50	7.70	7.90	8.10
8	10(ix)	Authorised Supervisor	36.40 weekly 7.30 daily	37.20 weekly 7.50 daily	38.10 weekly 7.70 daily	39.10 weekly 7.90 daily

Note: The rates at Table 1B, Table 1C, Table 1D and Table 2 reflect the State Wage Case 2015 outcome and are effective from the first full pay period on or after 16 December 2015.

APPENDIX A**RECORD OF CASUAL EMPLOYMENT****EMPLOYEE'S RECORD TO BE MAINTAINED BY EMPLOYEE**

1. Name: _____
2. Number of years of training: _____
3. Name of qualification: _____
4. Year of attainment of this qualification: _____

Period of engagement (from date to date)	No. of days/hours worked in total, classification; years trained & step	Name, address & telephone number of Centre	Signed by Centre Director (signature, date & name)

APPENDIX B

PARENTAL LEAVE

Set out below are the provisions relating to Parental Leave contained in Part 4, Chapter 2, of the *Industrial Relations Act 1996*.

Division 1 - Parental Leave Generally

53. Employees to Whom Part Applies

This Part applies to all employees, including part time employees, but does not apply to casual or seasonal employees.

54. Entitlement to Unpaid Parental Leave

- (1) An employee is entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child, as provided by this Part.
- (2) Parental leave is not to extend beyond 1 year after the child was born or adopted.

Note: See also Part 5 relating to entitlements to part time work agreements.

55. What is Parental Leave?

- (1) For the purposes of this Part, parental leave is maternity leave, paternity leave or adoption leave.
- (2) Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (3) Paternity leave is leave taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:
 - (a) an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and
 - (b) a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).
- (4) Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 5 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step child of the employee or of the employee's spouse). Adoption leave consists of:
 - (a) an unbroken period of up to 3 weeks at the time of the placement of the child with the employee (short adoption leave), and

(b) a further unbroken period in order to be the primary care giver of the child (extended adoption leave).

(5) For the purposes of this Part, spouse includes a de facto spouse.

Note: Employees are also entitled to special maternity leave for recovery from a termination of pregnancy or illness related to pregnancy (section 71) and to special adoption leave up to 2 days to attend interviews or examinations for the purposes of adoption (section 72). The requirement of unbroken periods of leave is subject to section 63 (employee and employer may agree to interruption of parental leave by return to work).

56. This Part Provides Minimum Entitlements

(1) This Part sets out the minimum entitlements of employees to parental leave.

(2) The provisions of an industrial instrument, contract of employment or other agreement (whether made or entered into before or after the commencement of this Part) do not have effect to the extent that they provide an employee with a benefit that is less favourable to the employee than the benefit to which the employee is entitled under this Part.

57. Length of Service for Eligibility

(1) An employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with the employer.

(2) Continuous service is service under one or more unbroken contracts of employment, including:

(a) any period of authorised leave or absence, and

(b) any period of part time work.

Note: Under Part 8 of this Chapter a period of service in the business of a former employer counts as service with a new employer to whom the business concerned has been transferred.

58. Notices and Documents Required to be Given to Employer

(1) Maternity Leave

The notices and documents to be given to the employer for the purposes of taking maternity leave are as follows:

(a) The employee should give a least 10 weeks' written notice of the intention to take the leave.

(b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which she proposes to start and end the period of leave.

(c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that she is pregnant and the expected date of birth.

(d) The employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any paternity leave sought or taken by her spouse.

(2) Paternity Leave

The notices and documents to be given to the employer for the purposes of taking paternity leave are as follows:

- (a) In the case of extended paternity leave, the employee should give at least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which he proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that his spouse is pregnant and expected date of birth.
- (d) In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that he is seeking that period of extended paternity leave to become the primary care giver of a child.

(3) Adoption Leave

The notices and documents to be given to the employer for the purposes of taking adoption leave are as follows:

- (a) In the case of extended adoption leave, the employee should give written notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement.
 - (b) The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave.
 - (c) The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
 - (d) In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any adoption leave sought or taken by his or her spouse, and
 - (ii) that the employee is seeking that period of extended adoption leave to become the primary care giver of a child.
- (4) An employee does not fail to comply with this section if the failure was caused by:
- (a) the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
 - (b) the child being placed for adoption before the expected date of placement, or if it was not otherwise reasonably practicable to comply in the circumstances.

In the case of the birth of a living child, notice of the period of leave is to be given within 2 weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within 2 weeks after the placement of the child.

- (5) An employee must notify the employer of any change in the information provided under this section within 2 weeks after the change.
- (6) If required by the employer, an employee who applies for parental leave is to give the employer a statutory declaration, or enter into an agreement with the employer, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

59. Continuity of Service

- (1) Parental leave does not break an employee's continuity of service, but is not to be taken into account in calculating an employee's period of service for any purpose.
- (2) However, parental leave counts as service for any purpose authorised by law or by any industrial instrument or contract of employment.

60. Parents Not to Take Parental Leave at the Same Time

- (1) An employee is not entitled to parental leave at the same time as his or her spouse is on parental leave under this Part.
- (2) If this section is contravened the period of parental leave to which the employee is entitled under this Part is reduced by the period of leave taken by his or her spouse.
- (3) This section does not apply to short paternity leave or short adoption leave.

61. Cancellation of Parental Leave

(1) Before Starting Leave

Parental leave applied for but not commenced is automatically cancelled if:

- (a) the employee withdraws the application for leave by written notice to the employer, or
- (b) the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

(2) After Starting Leave

If:

- (a) the pregnancy of an employee or an employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, or
- (b) the child in respect of whom an employee is then on parental leave dies, or
- (c) the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by his or her employer within 2 weeks after the date on which the employee gives his or her employer a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

(3) Special Leave Not Affected

This section does not affect an employee's entitlement to special maternity leave under section 71.

62. Parental Leave and Other Leave

- (1) An employee may take any annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave.
- (2) However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this Part.
- (3) Any paid sick leave or other paid absence authorised by law or by an industrial instrument or contract of employment is not available to an employee on parental leave, except if the paid absence is annual leave or long service leave or with the agreement of the employer.

63. Employee and Employer may Agree to Interruption of Parental Leave by Return to Work

- (1) An employee on parental leave may, with the agreement of the employer, break the period of leave by returning to work for the employer, whether on a full time, part time or casual basis.
- (2) The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this Part.
- (3) Nothing in this section affects any other work undertaken by the employee during parental leave.

Note: - Section 58(6) requires the employee when taking parental leave to provided the employer with a statutory declaration, or enter into an agreement with the employer, that the employee will not engage during leave in any conduct inconsistent with the employee's contract.

64. Extension of Period of Parental Leave

- (1) An employee may extend the period of parental leave once only by giving the employer notice in writing of the extended period at least 14 days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this Part.
- (2) An employee may extend the period of parental leave at any time with the agreement of the employer. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this Part.
- (3) This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

65. Shortening of period of Parental Leave

An employee may shorten the period of parental leave with the agreement of the employer and by giving the employer notice in writing of the shortened period at least 14 days before the leave is to come to an end.

66. Return to Work After Parental Leave

- (1) An employee returning to work after a period of parental leave is entitled to be employed in:
 - (a) the position held by the employee immediately before proceeding on that leave, or
 - (b) if the employee worked part time because of the pregnancy before proceeding on maternity leave - the position held immediately before commencing that part time work, or
 - (c) if the employee was transferred to a safe job under section 70 before proceeding on maternity leave - the position held immediately before the transfer.

- (2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- (3) This section extends to a female employee returning to work after a period of leave under section 71 (special maternity leave and sick leave).
- (4) An employer who does not make available to an employee a position to which the employee is entitled under this section is guilty of an offence.

Maximum penalty: 100 penalty units.

Note: - An employee returning to work after parental leave may also have an entitlement to work part time under an industrial instrument or a part time work agreement under Part 5.

Division 2 - Miscellaneous Provisions

67. Employer's Obligations

- (1) Information to employees on becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, an employer must inform the employee of:
 - (a) the employee's entitlements to parental leave under this Part, and
 - (b) the employee's obligations to notify the employer of any matter under this Part.

An employer cannot rely on an employee's failure to give a notice or other document required by this Part unless the employer establishes that this subsection has been complied with in relation to the employee.

- (2) Records An employer must keep, for at least 6 years, a record of parental leave granted under this Part to employees and all notices and documents given under this Part by employees or the employer.

Maximum penalty: 20 penalty units.

68. Termination of Employment Because of Pregnancy or Parental Leave

- (1) An employer must not terminate the employment of an employee because:
 - (a) the employee or employee's spouse is pregnant or has applied to adopt a child, or
 - (b) the employee or employee's spouse has given birth to a child or has adopted a child, or
 - (c) the employee has applied for, or is absent on, parental leave, but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

Maximum penalty: 100 penalty units.

- (2) For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was one of two or more reasons for termination.
- (3) This section does not affect any other rights of a dismissed employee under this or any other Act or under any industrial instrument or contract of employment, or the rights of an industrial organisation representing such an employee.

Note: - A dismissed employee may also make a claim under Part 6 (unfair dismissals).

69. Replacement Employees

- (1) A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).
- (2) Before a replacement employee is employed, the employer must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

Maximum penalty: 50 penalty units.

- (3) A reference in this section to an employee proceeding on parental leave includes a reference to a pregnant employee exercising a right under section 70 to be transferred to a safe job.

70. Transfer to a Safe Job

- (1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the *Occupational Health and Safety Act 1983*.
- (2) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.
- (3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:
 - (a) will not expose her to that risk and
 - (b) is as nearly as possible comparable in status and pay to that of her present work.
- (4) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee maternity leave under this Part (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- (5) An employer who does not comply with any obligation imposed on the employer by this section is guilty of an offence.

Maximum penalty (subsection (5)): 50 penalty units.

71. Special Maternity Leave and Sick Leave If the pregnancy of an employee terminates before the expected date of birth (other than by the birth of a living child), or she suffers illness related to her pregnancy, and she is not then on maternity leave:

- (a) the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or
- (b) the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary for her return to work.

72. Special Adoption Leave An employee who is seeking to adopt a child is entitled to up to 2 days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

KINDERGARTENS, &c, (STATE) INDUSTRIAL COMMITTEE

Industries And Callings

All persons employed in or in connection with child care, child minding centres, day nurseries and pre-school kindergartens in the State, excluding the County of Yancowinna; excepting -

Persons employed as teachers or teachers in training but not excepting unqualified teachers' aides, helpers or assistants;

Persons employed as teachers' aides in pre-school kindergartens and nurseries within the grounds of public schools;

Persons employed by the Department of Corrective Services;

Drivers of vehicles;

Employees of all city, municipal, shire and county councils;

Employees in child minding centres in public hospitals;

and excepting also employees within the jurisdiction of the following Conciliation Committees -

Private Hospital Employees (State);

Trained Nurses, &c. Other Than In Hospitals, &c, (State);

Voluntary Care Association Employees (State).

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 586 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

PART A

1. Arrangement

PART A

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2. Definitions

In this award:

- 2.1 Accommodation means establishments included in clause 37 of this Award.
- 2.2 Day means the period of time elapsing from the time an employee commences duty to the time the employee ceases duty within any period of 24 hours.
- 2.3 Ordinary earnings means the ordinary wages for each classification for ordinary hours Monday to Friday.
- 2.4 Rostered day off (RDO) means any continuous 24 hour period between the completion of the last ordinary shift and the commencement of the next ordinary shift on which an employee is rostered on for duty.
- 2.5 Union means United Voice, NSW Branch.
- 2.6 Hospitality Services -
 - 2.6.1 Hospitality Services grade 1 means an employee who is primarily engaged in one or more of the following:
 - (a) cleaning, tidying and general assistant of kitchen, food preparation, customer service areas, including the cleaning of equipment, crockery and general utensils;
 - (b) assembly and preparation of ingredients for cooking;
 - (c) handling, storing and distributing goods, including pantry items and linen;
 - (d) setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
 - (e) assisting employees who are cooking;
 - (f) general cleaning duties;
 - (g) providing general assistance to employees of a higher grade not including cooking or direct service to customers;
 - (h) laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams, and working with flat materials;
 - (i) the collection and/or delivery of guests personal dry-cleaning and laundry, linen and associated materials to and from accommodation areas;
 - (j) parking guests cars;
 - 2.6.2 Hospitality services grade 2 means an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) receiving, storing and distributing goods;
- (b) servicing accommodation areas and cleaning thereof;
- (c) tray service to guests' rooms;
- (d) transferring guests' baggage and/or property;
- (e) driving a passenger vehicle or courtesy bus;
- (f) providing butler service, basic food and beverage services with personalised guest services;
- (g) assisting in dry-cleaning process;
- (h) cleaning duties using specialised equipment and chemicals;
- (i) handyperson, which means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc.;
- (j) security officer;
- (k) preparing and/or cooking a limited range of basic food items such as breakfasts, grills and snacks and a cook employed alone;
- (l) undertaking general waiting duties in a restaurant of food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;
- (m) supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- (n) taking reservations, greeting and seating guests, taking telephone orders;
- (o) assisting in the cellar;
- (p) receipt of monies;
- (q) attending a snack bar, buffet or meal counter;
- (r) attending in a coffee shop or espresso bar;
- (s) attending in a shop.

2.6.3 Hospitality services grade 3 means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) undertaking general cooking duties, including a la carte cooking, baking, pastry cooking;
- (b) undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, taking customer orders, serving food and/or beverages and clearing tables;
- (c) supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- (d) receipt of monies;

- (e) receiving, storing and distributing goods;
 - (f) assisting in the training, co-ordination and supervision of employees of lower grades;
 - (g) major repair of linen and/or clothing including basic tailoring and major alterations and refitting;
 - (h) dry-cleaning;
 - (i) handyperson, which means a person who is not a tradesperson and whose duties include the performance of routine repair work and maintenance in and about the employer's premises and other general duties such as pool, garden, etc.;
 - (j) providing butler services, basic food and beverage services with personalised guest services;
 - (k) cellar work, including stock control, ordering and the receipt, delivering and reordering of goods within such area;
 - (l) designing and mixing a range of sophisticated cocktails and other drinks. May include stocktaking and ordering of stock;
 - (m) supervising, training and co-ordination of employees of lower grades;
 - (n) taking reservations, greeting and seating guests and taking telephone orders.
- 2.6.4 Hospitality services grade 4 means an employee who has completed an apprenticeship or who has passed the appropriate trade test and who is engaged in any of the following:
- (a) undertaking general cooking duties including a la carte, baking, pastry cooking, butcher, waiting, butler.
- 2.6.5 Hospitality services grade 5 means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:
- (a) solely responsible for other cooks and other kitchen employees in a single kitchen establishment where no other trade qualified cooks are employed;
 - (b) supervising, training and co-ordinating food and beverage staff including maintenance of service and operational standards, preparation of operational reports and staff rostering;
 - (c) general or specialised cooking duties including the training and supervision of other cooks and kitchen staff and relieving Hospitality Services Grade 6 employees on their rostered days off or when on annual or other leave;
 - (d) supervising, training and co-ordinating the work of employees engaged in the housekeeping area.
- 2.6.6 Hospitality services grade 6 means a chef de partie or equivalent who has completed an apprenticeship or has passed the appropriate trade test in cooking, butchery, baking or pastry cooking and has completed additional appropriate training and who performs any of the following:
- (a) general and specialised duties including supervision or training of other trade qualified cooks, ordering and stock control;
 - (b) solely responsible for other cooks and other kitchen employees in a single kitchen establishment where other trade qualified cooks are employed.

2.7 Administration Front Office

2.7.1 Hospitality administration and front office grade 1 means an employee who has not achieved the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) front office duties such as receptionist, telephonist, cashier or reservations;
- (b) performs basic clerical and routine office duties such as collating, filing, photocopying and delivering messages;
- (c) general clerical duties such as typing, basic data entry and calculation functions;
- (d) accounts;
- (e) night auditing in addition to any of the above duties such employee may also be required to perform any of the duties of Hospitality services grade 2 or below;
- (f) guest relations officer.

2.7.2 Hospitality administration and front office grade 2 means an employee who has the appropriate level of training and who is primarily engaged in one or more of the following:

- (a) front office duties such as receptionist, telephonist, cashier or reservations;
- (b) clerical and other office duties;
- (c) general clerical duties such as typing, basic data entry and calculation functions;
- (d) accounts;
- (e) night auditing in addition to any of the above duties such employee may also be required to perform any of the duties of Hospitality services grade 2 or below;
- (f) assistant in sales, and/or marketing;
- (g) guest relations officer.

2.7.3 Hospitality administration and front office grade 3 means an employee appointed as such who has the appropriate level of training and

- (a) who carries out general secretarial or stenographic duties, clerical duties of an advanced nature, and
- (b) who has recognised experience in complex duties and may be
- (c) responsible for guidance of other office personnel including juniors and may check and allocate their work, or
- (d) who is responsible for sales and marketing
- (e) and/or is in the front office engaged in duties including assisting in training and supervision of front office employees of a lower grade(s).

2.7.4 Hospitality administration and front office supervisor means an employee appointed as such and who has the appropriate level of training including a supervisor's course and trains and coordinates the work of front office and/or other clerical staff.

2.8 Leisure Activities

2.8.1 Leisure attendant grade 1 means a person who is primarily engaged in one or more of the following:

- (a) acts as an assistant instructor;
- (b) does basic testing;
- (c) is responsible for setting up, distribution and care of equipment;
- (d) takes bookings and works at the front desk of a leisure facility;
- (e) provides information to guests on leisure activities and facilities;
- (f) is a pool attendant;
- (g) tests pools and spa waters for optimal levels;
- (h) is a powerboat observer;
- (i) child minding attendant.

2.8.2 Leisure attendant grade 2 means a person who has the appropriate level of training and who is engaged in any of the following:

- (a) takes classes;
- (b) directs leisure activities such as in sporting areas, health clubs and swimming pools;
- (c) leads tours, and/or group activities;
- (d) developing or implementing activities for individuals or group of guests;
- (e) child minding attendant.

2.8.3 Leisure attendant grade 3 means a person who has the appropriate level of training, who plans and co-ordinates leisure activities and/or organises activity programs and may supervise other leisure attendants.

2.9 Appropriate Level of Training means:

2.9.1 Completion of a training course deemed suitable according to guidelines issued through Tourism Training Australia for that particular classification. Such course to be accredited by the Australian Hospitality Review Panel;

2.9.2 That the employee's skills have been assessed to be at least the equivalent of those attained through the suitable course described in clause 2.9.1, such assessment to be undertaken by a qualified skills assessor.

2.10 Introductory level means the level of an employee who enters the industry and who has not demonstrated the competency requirements of level 1. Such an employee will remain at this level for up to three months while the appropriate training for level 1 is undertaken and assessment made to move from the introductory level to level 1. At the end of three months from entry, an employee shall move to level 1 other than where agreement has been reached and recorded between the employee and the employer that further training of up to three months is required for the employee to achieve competence for movement to level 1.

2.11 Continuous Service

2.11.1 In calculating the twelve months' continuous service, the only absences counted as time worked are the following:

up to 152 ordinary working hours in a 12-month period because of sickness or accident;

long service leave that an employee takes under the relevant State long service leave legislation; and

annual leave.

2.11.2 Where a period of work is less than twelve months, the absences counted as time worked because of sickness or accident are calculated on a proportionate basis.

2.11.3 The following events do not break an employee's continuous service:

sick leave;

leave as the result of an accident;

leave lawfully granted by the employer; or
absence for a reasonable cause. (The employee must prove that the absence was reasonable.)

2.11.4 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.

2.11.5 Any other absence from work does not break continuity of service unless the employer notifies the employee within fourteen days of the employee returning to work after the absence. The employer must tell the employee in writing.

2.11.6 If an individual employee is absent, the employer must tell that employee by:

giving the notice to him or her personally; or

posting the notice to his or her last known address.

2.11.7 If a number of employees are absent because of collective action, the employer may tell them all by placing a notice in the place where the employer normally places general notices to employees. The employer must also send a copy of the notice to the Union on the same day.

2.11.8 It will also not break an employee's continuous service if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.

2.11.9 School based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. The school based apprenticeship may commence upon the completion of the Year 10 School Certificate exams. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

3. Transmission of Business

3.1 Where an establishment covered by this award is sold and the new employer continues to employ any employees the continuity of service of such employee shall be deemed not to have been broken by reason of the sale or transmission of the business for the purpose of the provision of clauses 10, Redundancy and 11, Termination of employment and in such circumstances the provisions of clauses 10, Redundancy and 11, Termination of employment shall not apply in respect to the transmitter.

- 3.2 The period of service which the employee has had with the transmitter or any previous transmitter shall be deemed to be service of the employee with the transmittor for the purposes of the provisions of clauses 10, Redundancy and 11, Termination of employment.

4. Index of Facilitative Provisions

- 4.1 A facilitative provision provides that the standard approach in an Award provision may be departed from by agreement between an individual employer and an employee, or the majority of employees, in the enterprise or part of the enterprise concerned.
- 4.2 Facilitative provisions in this award are contained in the following clauses:

Clause Title	Clause Number
Alternative method of payment	15.2
Make-up time	18.11
Ordinary Hours - method of working	18.2
Overtime - time off in lieu	20.3
Part-time employment	8.3
Payment of wages - method and timing	15.1
Public holidays - payment	27.3
Superannuation - exemption, choice of fund	17.7
Unpaid carers' leave	24.3

5. Enterprise Flexibility Provisions

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply:

- 5.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 5.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 5.3 Where agreement is reached an application shall be made to the Commission.

6. Procedure to Avoid Industrial Disputation

- 6.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
- 6.1.1 The employee and their supervisor meeting and conferring on the matter; and
- 6.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.
- 6.2 If the matter is still not resolved a discussion shall be held between representatives of the employer and the Union or other employee representative.
- 6.3 If the matter cannot be resolved it may be referred to the Commission.
- 6.4 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

7. Employer Duties

- 7.1 An employer shall not charge a sum against nor deduct any sum from the wages of an employee in respect of breakages of crockery or other utensils except in the case of wilful misconduct.

8. Types of Employment

8.1 General

8.1.1 Employees under this award will be employed in one of the following categories:

- (a) full-time employees; or
- (b) regular part-time employees; or
- (c) casual employees.

8.1.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, regular part-time or casual.

8.2 Casual Employment

8.2.1 A casual employee is an employee engaged as such.

8.2.2 A casual employee shall be paid per hour at the rate of 1/38 of the weekly rate prescribed for the class of work performed, plus the appropriate undermentioned addition to that rate:

- (a) On any ordinary day Monday to Friday inclusive for all time worked, an additional 25 per cent of the wages prescribed in clause 12 - of this Award for the classification in which the employee is casually employed.
- (b) On Saturday and Sunday for all time worked an additional 50 per cent for Saturday and 75 per cent for Sunday of the wages prescribed in clause 12, for the classification in which the employee is casually employed.
- (c) On a holiday as prescribed in clause 27, Public Holidays.
 - (i) a casual employed in any capacity in or in connection with flats and residential chambers and establishments of a like nature will receive an additional 150 per cent of wages prescribed in clause 12 of this Award for the classification in which the employee is casually employed;
 - (ii) all other casuals will receive an additional 175 per cent of wages prescribed in clause 12 of this Award for the classification in which the employee is casually employed.
- (d) The loadings prescribed in paragraphs (a), (b) and (c) comprehend the 1/12th payment payable under the *Annual Holidays Act, 1944*.
- (e) A casual employee shall be employed with a minimum payment of two hours pay for each engagement at the appropriate rate that would have been payable had the employee worked.
- (f) For the purposes of this award engagement means the period or periods for which the employer notifies the employee that he or she is so required to attend on any one day. Each period of engagement stands alone and is treated as an engagement of not less than two hours, and is paid for as such.

- (g) In this clause, ordinary earnings means 1/38 of the wages prescribed in clause 12 of this Award plus an additional 25 per cent.
- (h) By mutual consent casual work may be paid for weekly or at the termination of each engagement.
- (i) Casual employees who are paid their wages at any time other than during their working time shall, if kept waiting for more than fifteen minutes, be paid overtime rates for all such waiting time.

8.2.3 The following Award clauses apply to casual employees:

- (j) 2, 6, 7, 8.1, 8.2, 8.5, 9, 12, 16.3, 16.4, 16.5, 16.6, 16.7.1, 16.7.2, 17, 19, 27, 32, 35.
- (k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in sub-paragraph 8.2.4(b) must be dealt with in accordance with the provisions of clause 6 - Procedure to avoid industrial disputation.

8.2.4 Conversion to full-time or regular part-time employment

- (a)
 - (i) This clause only applies to a regular casual employee.
 - (ii) A regular casual employee means a casual employee who is employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve months.
- (b) A regular casual employee who has been engaged by a particular employer for at least twelve months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to full-time or regular part-time employment.
 - (i) An employee who has worked at the rate of an average of 38 or more hours a week in the period of twelve months casual employment may elect to have his or her employment converted to full-time employment.
 - (ii) An employee who has worked at the rate of an average less than 38 hours a week in the period of twelve months casual employment may elect to have his or her employment converted to regular part-time employment.
 - (iii) Where a regular casual employee seeks to convert to full-time or regular part-time employment, the employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the employer may have regard to any of the following factors:
 - the size and needs of the workplace or enterprise;
 - the nature of the work the employee has been doing;
 - the qualifications, skills, and training of the employee;
 - the trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - the employee's personal circumstances, including any family responsibilities; and
 - any other relevant matter.

- (c) Where it is agreed that a regular casual employee will have his or her employment converted to full-time or regular part-time employment as provided for in this clause, the employer and employee must discuss and agree upon:
 - (i) to which form of employment the employee will convert - that is, full-time or regular part-time employment; and
 - (ii) if it is agreed that the employee will become a regular part-time employee, the matters referred to in subclause 8.3 of this Award.
- (d) Despite paragraph 8.3.5 of this Award, where a regular casual employee is at 1 January 2006 engaged for a two hour minimum shift pursuant to sub-paragraph 8.2.2(e) of this Award, the employer and employee may agree that the employee will convert to regular part-time employment as provided for in this clause for a minimum of two consecutive hours on any shift. However, nothing in this clause requires an employer to convert a casual employee working two hour shifts to regular part time employment.
- (e) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (f) Once a regular casual employee has converted to full-time or regular part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (g) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award.
- (h) Nothing in this clause obliges a casual employee to convert to full time or regular part time employment, nor permits an employer to require a casual employee to so convert.
- (i) Nothing in this clause requires an employer to convert the employment of a regular casual employee to full time or regular part time employment if the employee has not worked for twelve months or more in a particular establishment or in a particular classification stream.
- (j) Nothing in the clause requires an employer to increase the hours of a regular casual employee seeking conversion to full time or regular part-time employment.
- (k) Any dispute about a refusal of an election to convert a contract of employment or about the matters referred to in sub-paragraph 8.2.4(b) must be dealt with in accordance with the provisions of clause 6 - Procedure to avoid industrial dispute.
- (l) Eligible employees who convert their employment under the provisions of this clause may do so from 1 January 2006. Service with the same employer prior to 1 January 2006 will be taken into account for the purposes of any such election. Any dispute arising about the application of this sub-clause between the date of this order and 1 January 2006 may be referred to the Commission for resolution.

8.3 Regular Part-Time Employees

8.3.1 An employer may employ regular part-time employees in any classification in this award.

8.3.2 A regular part-time employee is an employee who:

- (a) works less than full-time hours of 38 per week; and
- (b) has reasonably predictable hours of work; and

- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

8.3.3 At the time of engagement the employer and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

8.3.4 Any agreed variation to the regular pattern of work will be recorded in writing.

8.3.5 An employer is required to roster a regular part-time employee for a minimum of three consecutive hours on any shift.

8.3.6 An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 8.2.

8.3.7 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 20 - Overtime, of this award.

8.3.8 A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

8.4 Apprentices

8.4.1

- (a) An employee apprenticed in accordance with the provisions of the *Apprenticeship and Traineeship Act 2001* must be paid the percentage of the total wage prescribed for Hospitality Services Grade 4 as follows:

Year of Apprenticeship	Percentage
First year	55%
Second year	65%
Third year	80%
Fourth year	95%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.

8.4.2 Waiting Trade

- (a) An employee apprenticed in accordance with the provisions of the *Apprenticeship and Traineeship Act 2001* (NSW) must be paid the percentage of the total wages prescribed for a qualified waiter in Hospitality Services Grade 4 as follows:

Year of Apprenticeship	Percentage
First six months	65%
Second six months	80%
Third six months	80%
Fourth six months	95%
Fifth six months	95%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded; 5 cents and over will go to the higher 10 cents.

- (c) All matters prescribed in subparagraph (a) of this paragraph only apply to apprentices wages and in no other way supersede or affect any other provisions of the *Apprenticeship and Traineeship Act 2001*.

8.4.3 Progression through Wage Structure

- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

8.4.4 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

8.4.5 Conditions of Employment

Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

8.4.6 Disputes and Disciplinary Matters

The provisions of the *Apprenticeship and Traineeship Act 2001* shall apply for the resolution of disputes and disciplinary matters.

8.5 Juniors

8.5.1 Other Than Office Juniors

The minimum rates of wages for junior employees shall be the undermentioned percentages of the total rate prescribed for the adult classification appropriate to the work performed for the area in which work is performed.

Age	Percentage
17 years of age and under	60%
18 years of age	70%
19 years of age	85%
20 years of age	100%

8.5.2 Junior Office Employees

- (a) The minimum rates of wages for junior office employees shall be the undermentioned percentages based on the total adult rate for the Hospitality Administration and Front Office Grade 1 classification.

Age	Percentage
At 15 years of age and under	37%
At 16 years of age	44%
At 17 years of age	58%
At 18 years of age	72%
At 19 years of age	82.5%
At 20 years of age	94%

- (b) All percentages prescribed in this clause will be calculated to the nearest 10 cents. Any broken part of 10 cents in the result being less than 5 cents will be disregarded, 5 cents and over will go to the higher 10 cents.

8.5.3 Junior employees on reaching the age of 18 years, may be employed in the sale of liquor. However, where such a junior is employed, the adult Award rate for the work being performed shall be paid.

8.5.4 An employer may at any time demand the production of a birth certificate or other satisfactory proof for the purpose of ascertaining the correct age of a junior employee. If a birth certificate is required, the cost of it shall be borne by the employer.

9. Standing Down Employees

9.1 An employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed for the following reasons:

9.1.1 A strike or stop work meeting (except as provided in clause 32, Leave for Consultation Meetings).

9.1.2 A breakdown of machinery.

9.1.3 Rationing of power or the lack of fuel or transport.

9.1.4 The non-delivery of the raw material and finished product in the Liquor Trades Industry.

9.1.5 Any cause which the employer cannot reasonably be held responsible for, but shall not apply to slackness of trade.

9.2 In respect to subclauses 9.1.1 and 9.1.5 hereof:

9.2.1 No employee shall be deemed to be a casual employee only by reason of being given intermittent work in pursuance of this clause.

9.2.2 At least four hours notice of such deductions shall be exhibited where all employees concerned shall be able to see it.

9.2.3 Service is not to be considered broken merely because employees have been temporarily stood down through no fault of their own.

9.2.4 Continuity of service is to be protected for the purpose of annual leave, holidays and sick pay, as provided by this Award.

9.2.5 Employees allowed or required to commence work at the usual starting time on any day shall be paid for at least four hours, and where they are called upon to attend for duty twice on any one day they shall be paid not less than a full day's pay.

10. Redundancy

10.1 Application

10.1.1 This clause shall apply in respect of full-time and part-time employees employed in the classifications specified in clause 12.

10.1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.

10.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

10.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

10.2 Introduction of Change

10.2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

10.2.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

10.3 Employer's Duty to Discuss Change

10.3.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 10.2. Introduction of Change, of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

10.3.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 10.2.1 of this clause.

10.3.3 For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

10.4 Discussions Before Terminations

10.4.1 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 pursuant to clause 10.2.1, Introduction of change, of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

10.4.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of clause 10.4.1 of this subclause and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

10.4.3 For the purposes of the discussions the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the

proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

10.5 Notice for Changes in Production, Program, Organisation or Structure - This subclause sets out the notice for provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subclause 10.2.1 of this clause.

10.5.1 In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

10.5.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional 2 weeks' notice.

10.5.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

10.6 Notice for Technological Change - This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subclause 10.2.1 of this clause.

10.6.1 In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

10.6.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

10.6.3 The period of notice required by this subclause 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.

10.7 Time Off During The Notice Period

10.7.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

10.7.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

10.8 Employee Leaving During The Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until expiry of such notice. Provided that, in such circumstances, the employee shall not be entitled to payment in lieu of notice.

- 10.9 Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- 10.10 Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 10.11 Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated provide to the employee an Employment Separation Certificate in the form required by Centrelink.
- 10.12 Transfer To Lower-Paid Duties - Where an employee is transferred to lower-paid duties for reasons set out in subclause 10.2.1, Introduction of change, of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had 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 ordinary-time rates for the number of weeks of notice still owing.
- 10.13 Severance Pay - Where an employee is to be terminated pursuant to subclause 10.5, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- 10.13.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- 10.13.2 Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age or 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

- 10.13.3 "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.

- 10.14 Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 10.13.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 10.13 will have on the employer.

10.15 Alternative Employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 10.13 of this clause if the employer obtains acceptable alternative employment for an employee.

11. Termination of Employment

11.1 Notice of Termination By Employer

11.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

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 of completed service	4 weeks

11.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

11.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

11.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

11.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

11.1.6 Despite the foregoing provisions, trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

11.1.7 Continuous service is defined in subclause 2.11.

11.2 Notice of Termination by an Employee

11.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

11.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

11.3 Time Off During Notice Period - Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

12. Classifications and Wage Rates

12.1 An adult employee of a classification specified in the table hereunder shall be paid not less than the rate per week assigned to that classification for the area in which such employee is working.

12.2 Minimum Rates of Pay

Level & Classification	Beginning of FFP to commence on or after 16/12/14 (2.38%) \$	Beginning of FFP to commence on or after 16/12/15 (2.5%) \$
Introductory Level	642.90	659.00
LEVEL 1		
Hospitality Services Grade 1	663.40	680.00
LEVEL 2		
Hospitality Services Grade 2	694.00	711.40
Leisure Attendant Grade 1	694.00	711.40
Hospitality Administration and Front Office Grade 1	694.00	711.40
LEVEL 3		
Hospitality Services Grade 3	716.70	734.60
Hospitality Administration and Front Office Grade 2	716.70	734.60
Leisure Attendant Grade 2	716.70	734.60
LEVEL 4		
Hospitality Services Grade 4	757.90	776.80
Hospitality Administration and Front Office Grade 3	757.90	776.80
Leisure Attendant Grade 3	757.90	776.80
LEVEL 5		
Hospitality Services Grade 5	809.00	829.20
Hospitality Administration and Front Office Supervisor	809.00	829.20
LEVEL 6		
Hospitality Services Grade 6	832.20	853.00

12.3 Career Streams - Despite the recognition of three career path streams, such streaming does not prevent employees undertaking duties as are within the limits of the employee's skill, competence and training at the direction of an employer, within or across different streams provided that where work is undertaken at a higher grade and/or higher rate then clause 14 - Mixed Functions is applied.

12.4 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 increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

12.5 Rates of Pay for school based apprentice

- (a) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
- (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

- (c) Where this Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

13. Supported Wage System for Employees With Disabilities

13.1 Workers Eligible For A Supported Wage - 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 productive 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 form 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 -

13.2.1 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.

13.2.2 The 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 provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.

13.2.3 The Award does not apply to employers in respect of their facility, programme, 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 s.10 or s.12A of the Disability Services Act 1986, or if a part only has received recognition, that part.

13.3 Supported Wage Rates

13.3.1 Employees to whom this clause applies shall 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:

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

13.3.2 Provided that the minimum amount payable shall be not less than \$56 per week.

13.3.3 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 a union party to the Award, in consultation 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, shall be lodged by the employer with the Registry of the Industrial Relations Commission of NSW.

13.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 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 shall apply to the wage rate only. Employees covered by the provisions of the 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 shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the areas.

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 in some cases additional work adjustment time (not exceeding four weeks) may be needed.

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

13.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$56 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 shall be entered into based on the outcome of assessment under subclause 13.4.

14. Mixed Functions

14.1 An employee engaged for two or more hours on one day on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day. If for less than two hours he or she shall be paid the higher rate for the time so worked.

14.2 A higher paid employee shall, when necessary, temporarily relieve a lower paid employee without loss of pay.

15. Payment of Wages, Time and Wages Records

15.1.1 Except upon the termination of employment, all wages of full time and regular part-time employees including overtime shall be paid on any day other than Friday, Saturday, Sunday in each week and not more than two days wages shall be kept in hand by the employer. However, by agreement between the employer and the majority of employees in the workplace, in a week where a holiday occurs payment of wages may be made on a Friday.

15.1.2 By agreement between the employer and the employee wages may be paid either weekly or fortnightly by one of the following means:

- (a) cash;
- (b) cheque; or
- (c) payment into employee's nominated financial institution account, without cost to the employee.

15.1.3 In the event of a disagreement, the provisions of clause 6 may be applied.

15.1.4 However, an employer may pay an employee weekly by cash without consultation.

15.1.5 Employees who are paid their wages at any time other than during their working time shall, if kept waiting for more than 15 minutes, be paid overtime rates for all such waiting time.

15.1.6 When notice of termination of employment has been given by an employee or an employee's services have been terminated by an employer, payment of all wages and other monies due shall be made at the employee's normal place of employment during normal office hours, prior to the employee leaving such place of employment. If an employee is kept waiting for more than 15 minutes after termination of employment such employee shall be paid overtime rates for waiting time.

15.1.7 Provided where an employee is dismissed for misconduct, such employee shall be paid within one hour from the time of dismissal, if such takes place within ordinary office hours or otherwise as soon thereafter as is practical.

- 15.1.8 For the purposes of this clause, waiting time means all time an employee is kept waiting on the premises of the employer on the day of termination of employment in excess of the waiting time specified herein. In the event of an employee not being paid on the day of termination of employment, such employee shall be paid at the rate of time and a half until payment is effected, with a minimum payment of 2 hours and a maximum of eight hours per day. The above eight hours shall refer to the period of shift normally worked by the employee.
- 15.1.9 Despite the foregoing provisions if it is established the failure to pay an employee correctly at time of termination was due to a genuine error by the employer, payment of waiting time over and above the day of termination shall not apply. Any disputes arising in relation to this issue shall be dealt with in accordance with Clause 6 'Procedure to Avoid Industrial Disputation'.
- 15.2 Alternative Method of Payment
- 15.2.1 As an alternative to being paid by the week according to Clause 12 - Classifications and Wage Rates, by agreement between the employer and the employee an employee can be paid at a rate equivalent to an annual salary of at least 25 per cent or more above the rate prescribed in Clause 12 - Classifications and Wage Rates times 52 for the work being performed. In such cases, there is no requirement under Clauses 20 - Overtime, 21 - Saturday work, 22 - Sunday Work, subclause 18.8 - Work Outside Daily Hours and Clause 27 - Public Holidays to pay overtime or penalty rates in addition to the weekly Award wage, provided that the salary paid over a year was sufficient to cover what the employee would have been entitled if all Award overtime and penalty rate payment obligations had been complied with.
- 15.2.2 Provided further in the event of termination of employment prior to completion of a year the salary paid during such a period of employment shall be sufficient to cover what the employee would have been entitled to if all Award overtime and penalty rate payment obligations had been complied with.
- 15.2.3 An employee being paid according to this clause shall be entitled to a minimum of eight days off per four week cycle. Further, if an employee covered by this clause is required to work on a public holiday, such employee shall be entitled to a day off in lieu or a day added to his/her annual leave entitlement.

16. Allowances

16.1 Meal Allowance

- 16.1.1 A full time or regular part-time employee required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall either be supplied with a meal by the employer or paid \$12.30 meal money.
- 16.1.2 If an employee pursuant to notice has provided a meal and is not required to work overtime or is required to work less than the amount advised, he or she shall be paid as above prescribed for the meal which he or she has provided but which is surplus.

16.2 Broken periods of work allowance

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day (2.5%) \$ SWC 2015
Under 10	Nil
10 but under 10-1/2	1.49
10-1/2 but under 11-1/2	2.94
11-1/2 or more	4.43

16.3 Penalty rates not cumulative

Except as provided in clause 19, Meal Breaks of this award where time worked is required to be paid for at more than the ordinary rate, such time shall not be subject to more than one penalty, but shall be subject to that penalty which is to the employee's greatest advantage.

16.4 Board and lodging

16.4.1

- (a) Where board and residence is made available to adult employees the employer shall have the right to deduct from the pay of the employees residing on the premises an amount of \$136.40 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of the employee for lodging shall be \$134.60 per week of seven days.

16.4.2

- (a) Where lodging only is made available to adult employees, the employer shall have the right to deduct from the pay of the employee residing on the premises the sum of \$130.10 per week of seven days.
- (b) Provided that where an adult employee is required to share a room for lodging, the amount to be deducted from the pay of such employee for lodging, shall be \$129.75 per week of seven days.

16.4.3 In the case of employees who do not reside on the employer's premises a deduction at the rate of \$7.35 for each meal supplied and consumed during the employee's spread of working hours may be deducted by the employer.

16.4.4 The rates for board and lodging for adults shall be increased or decreased by 21 cents, for each meal by one cent, for every 50 cents per week alteration in the rate of classification Hospitality services grade 1 in clause 12 - Classification and wage rates.

16.4.5 Junior employees receiving adult rates of pay as prescribed in this Award shall be subject to the deductions applicable to adults prescribed in this clause.

16.4.6 Junior employees receiving junior rates of pay shall be subject to a deduction at the rate of 50 cents for each meal supplied and consumed during the employee's spread of working hours.

16.5 Laundry allowance

Where any employee is required to wear a special uniform such uniform shall be provided and laundered by the employer free of cost to the employee or if mutually agreed that the employee shall

launder such uniform the employer shall pay the employee \$2.50 for each uniform so laundered with a maximum of \$7.80 per week.

16.6 Clothing, equipment and tools

16.6.1 Where it is necessary that an employee wear waterproof or other protective clothing such as waterproof boots, aprons, or gloves, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where protective clothing is supplied without cost to the employee, it will remain the property of the employer. In the event of a dispute, the necessity for the provision of protective clothing may be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.6.2 Where the employer requires an employee to provide and use any tools, brushes, knives, choppers, implements, utensils and materials, the employer must reimburse the employee for the cost of purchasing such equipment. The provisions of this clause shall not apply where the employer supplied such items without cost to the employee.

16.6.3 An employer may require an employee on commencing employment to sign a receipt for item/s of uniform and property. This receipt must list the item/s of uniform and the value of them. If, when an employee ceases employment the employee does not return the item/s of uniform and property (or any of them) in accordance with receipt the employer will be entitled to deduct the value as stated on the receipt from the employees wages.

16.6.4 In the case of genuine wear and tear, damage, loss, or theft that is not the employee's fault the provision of 16.6.3 will not apply.

16.6.5 Any disagreement concerning the value of item/s of uniform and any other aspect of this clause shall be determined by the Motels, Accommodation and Resorts, &c., Employees (State) Industrial Committee.

16.7 Travelling, transport and fares

16.7.1 Where an employee is detained at work until it is too late to travel by the last ordinary train, tram, vessel or other regular conveyance to his or her usual place of residence the employer shall either provide proper conveyance or provide accommodation for the night free of charge.

16.7.2 If an employee is required to start work before his ordinary commencing time and before the first ordinary means of conveyance (hereinbefore prescribed) is available to convey him or her from his or her usual place of residence to the place of employment, the employer shall provide a conveyance or pay the cost thereof.

16.7.3 Where a full time or regular part-time employee is engaged for work outside a distance of 44 kilometres from the place of engagement he or she shall be paid all fares actually and necessarily incurred in travelling from the place of engagement to the place of employment; provided that if the employee leaves his or her place of employment or is dismissed for misconduct within a period of three months of the date engagement, the employer may recover from the employee the fare paid on engagement.

16.8 Overnight Stay

Where the employer requests and an employee agrees to stay overnight on the employer's premises for a period outside that of the employee's normal rostered hours of duty, the following arrangements shall apply:

16.8.1 An employee shall be entitled to an amount of \$48.52 per overnight stay period.

- 16.8.2 This payment shall be deemed to provide compensation for the overnight stay and also includes compensation for all work necessarily undertaken by an employee up to a total of one hour's duration.
- 16.8.3 Any work necessarily performed during an overnight stay period by the employee in excess of a total of one hour's duration shall be paid for at the rate of time and one half. The payments referred to above shall not extend beyond the period of the overnight stay.
- 16.8.4 Any time worked under 16.8.2 or 16.8.3 shall not be taken into account for the purposes of Clause 8 - Types of Employment, Clause 18 - Hours of Work or Clause 20 - Overtime of this award.
- 16.8.5 An employee required to stay overnight in accordance with this clause without being notified on the previous day or earlier that he or she will be so required shall either be supplied with a meal by the employer or paid \$11.50 meal money.

17. Superannuation

17.1 Preamble

17.1.1 Superannuation legislation

- (a) The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Notwithstanding 17.1.1(a) above, the following provisions shall also apply.

17.2 Definitions

17.2.1 The Fund for the purpose of this clause shall mean the Hospitality Industry Portable Liquor Union Superannuation Trust Deed (HOST-PLUS) which complies with the Superannuation Industry (Supervision) Act 1993 as amended from time to time, and any scheme which may be made in succession thereto.

17.2.2 Ordinary time earnings for the purpose of this clause, means:

- (a) Award classification rate;
- (b) overaward payment;
- (c) 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;
- (d) casual loading in respect to casual employees.

17.2.3 Ordinary time earnings does not include bonuses, Commission, payment for overtime or other extraordinary payment, remuneration or allowance.

17.3 Employers to Become a Party to the Fund

17.3.1 An employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.

17.3.2 An employer shall 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.

17.3.3 Each employee shall 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.

17.4 Eligibility of Employees

17.4.1 Each employee shall be eligible to join the Fund upon commencement of employment, subject to 17.3.1.

17.4.2 Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in 17.3.3 was forwarded to the Fund.

17.5 Employer Contribution

17.5.1

(a) An employer shall contribute to the Fund in respect of each employee such contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 and Superannuation Guarantee Charge Act 1992 as amended from time to time.

(b) Seven per cent or ordinary time earnings on behalf of each eligible employee:

Ordinary Time Earnings

2000/2001	8%
2001/2002	8%
2002/2003	9%

17.5.2

(a) Provided that the employer shall make contributions for each employee for each month where the employee earns \$350.00 or more in a calendar month.

(b) The amount of contributions to the fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.

17.5.3 An employer shall contribute to the Fund:

(a) 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; or

(b) equivalent monthly contributions at such other times and in such other manner as may be agreed in writing between the Trustees of a Fund and the employer.

(c) Contributions shall continue to be paid in accordance with this sub-clause during any period in respect of which an employee is entitled to receive Accident Pay in accordance with clause 30 of this Award.

17.6 Voluntary Employees Contribution

17.6.1 An employee may make contributions to the Fund in addition to those made by the respondent employer under subclause 17.5.

- 17.6.2 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 Trust Deed and Rules.
- 17.6.3 An employer who received written authorisation from the employee, must commence making payments into the Fund on behalf of the employee within fourteen days of receiving the authorisation.
- 17.6.4 An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receiving the authorisation.
- 17.6.5 Additional employees contributions to the Fund requested under this clause shall be expressed in whole dollars.
- 17.6.6 Employees shall have the right to adjust the level of contributions made on their own behalf on the first of July each year provided that by agreement with the respondent employer the employees may vary their additional contribution at other times.
- 17.7 Exemptions
- 17.7.1 Persons employed in any capacity whether permanent or casual in or in connection with flats and residential chambers and establishments of a like nature, shall be exempt from the provisions of this clause except for 17.1.1(a).
- 17.7.2 Where an agreement is reached at a particular enterprise or workplace, between the employer and the majority of employees, to provide for the payments of superannuation contributions into a fund other than HOST PLUS, an application shall be made to the Commission to vary the operation of the Award in respect of the enterprise or workplace concerned.
- 17.7.3 The agreement must meet the following requirements to enable the Commission to vary the Award to give effect to it:
- (a) That the majority of employees covered by the agreement genuinely agree to it; and
 - (b) That the fund specified is a complying fund under the Superannuation Industry (Supervision) Act 1993 (SIS).
 - (c) The union must be notified of the terms of the agreement at the time it is lodged with the Commission for approval.
 - (d) In the event that the union does not notify the Commission of an objection to the agreement within fourteen days of the agreement being lodged, the Commission will vary the Award if satisfied the agreement complies with the SIS Act.
 - (e) In the event that the union objects to the agreement within the specified time then the matter will be set down for hearing.
- 17.7.4
- (a) In respect of non union members in any contested matter, the union must bear the onus of establishing that "special circumstances" exist which warrant the continued specification of HOST PLUS as the prescribed fund. In respect of union members, the employer applicant must bear the onus of establishing its case on the usual grounds of "equity, good conscience and the substantial merits of the case".

- (b) Failure by an employer to give each relevant union an opportunity to be involved in the process leading up to the making of an agreement may result in the Commission adjourning or refusing the application to vary the Award.
- (c) A relevant union in this context means an organisation of employees that:
 - (i) is party to this Award; and
 - (ii) has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

18. Hours of Work

- 18.1 The ordinary hours of work of a full-time employee are an average of 38 hours per week.
- 18.1.1 The average of 38 hours per week is to be worked in one of the following ways:
- (a) a nineteen day month, of eight hours each day;
 - (b) four days at eight hours and one of six hours;
 - (c) four days at nine and a half hours per day;
 - (d) five days of seven hours and 36 minutes per day;
 - (e) 152 hours per each four week period; or
 - (f) 160 hours per each four week period, with a day banked per period up to a maximum of five.
 - (g) any combination of the above.
- 18.2 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 18.1.
- 18.3 The agreed hours of work arrangement must meet the following conditions:
- 18.3.1 A minimum of six hours and a maximum of eleven and a half hours may be worked on any one day. The daily minimum and maximum hours are exclusive of meal break intervals.
 - 18.3.2 An employee cannot be rostered to work for more than ten hours per day on more than three consecutive days without a break of at least 48 hours.
 - 18.3.3 No more than eight days of more than ten hours may be worked in a four week period.
 - 18.3.4 An employee shall be entitled to eight full days off per four week period; and
 - 18.3.5 No employee shall work more than ten days in succession without a rostered day off.
- 18.4 Broken Shifts - Spread of Hours - Where broken shifts are worked the spread of hours can be no greater than twelve hours per day,
- 18.5 Wage Entitlements - Employees shall be entitled to a week's wages in accordance with clause 12 of this Award for each week of work.
- 18.6 Sickness on Rostered Day Off - Where an employee is sick or injured on his/her rostered day off he/she shall not be entitled to sick pay nor shall the sick pay entitlement be reduced as a result of sickness or injury on that day.

- 18.7 Pay Day - In the event that an employee by virtue of the arrangement of his/her ordinary working hours is rostered off duty on a day which coincides with payday such employee shall be paid no later than the working day immediately following such payday.
- 18.8 Work Outside Daily Hours
- 18.8.1 Full time or regular part-time employees who are required to work any of their ordinary hours outside the hours of 7.00 a.m. to 7.00 p.m. on Monday to Friday inclusive, shall be paid \$1.98 per hour, or part thereof, for any such time worked outside the said hours with a minimum payment of \$3.03 for any one day.
- 18.9 Posting of Roster
- 18.9.1 A roster for all full time and regular part-time employees showing normal starting and finishing time and the surname and initials of each employee shall be prepared by the employer and shall be posted in a conspicuous place or places accessible to the employees concerned.
- 18.9.2 The roster for full time and regular part time employees shall be alterable by mutual consent at any time or, in the case of a full time employee, by amendment on 7 days' notice.
- 18.9.3 Where practicable, 2 weeks' notice of rostered day or days off shall be given provided that the days off may be changed by mutual consent or through absence through sickness or other cause over which the employer has no control.
- 18.9.4 Any dispute concerning rostering must be dealt with in accordance with the provisions of Clause 6 - Procedure to Avoid Industrial Disputation.
- 18.10 Work on Rostered Days Off - All work performed on an employee's rostered day off shall be paid for at double time, with a minimum of 4 hours at the rate of double time.
- 18.11 Make-Up Time
- 18.11.1 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.
- 18.11.2 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.

19. Meal Breaks

- 19.1 Meal Breaks
- 19.1.1 Each employee shall be granted a meal interval of not less than 30 minutes to be commenced after completing one hour 30 minutes and not later than 6 hours of duty. Provided that an employee allowed a crib break of not less than 20 minutes pursuant to subclause 19.1.4 hereof shall be deemed to have been allowed the meal interval provided in this clause.
- 19.1.2 The foregoing provision does not have to apply to casual or part-time employees who are rostered for 6 hours or less in any day.
- 19.1.3 Where it is not possible to grant the meal interval on any day the said meal interval shall be treated as time worked and paid at the rate for the day plus half time additional at the

ordinary weekly rate, until released for a meal. Provided that where an employee is required to exceed 5 hours work after the first meal interval he or she shall be granted a further meal interval of 20 minutes to be treated as time worked.

- 19.1.4 Where an employee's hours of work falls wholly between 11.00 p.m. and 8.00 a.m. the employee including a part-time employee shall be allowed a crib break of not less than 20 minutes which shall be counted as time worked.

20. Overtime

20.1 Reasonable Overtime

- 20.1.1 Subject to paragraph 20.1.2 below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

- 20.1.2 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.

- 20.1.3 For the purposes of paragraph 20.1.2 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; and
- (e) Any other relevant matter.

- 20.2 All time worked by a full time employee in excess of the ordinary hours and/or outside the spread of hours or outside the rostered hours prescribed in clause 18 of this Award shall be overtime and shall be paid for at the following rates:

- 20.2.1 Monday to Friday inclusive time and a half for the first 2 hours and double time for all work thereafter.

- 20.2.2 Between midnight Friday and midnight Saturday time and 3/4 for the first 3 hours and double time for all time worked thereafter.

- 20.2.3 Between midnight Saturday and midnight Sunday double time for all time worked.

- 20.2.4 Overtime on any day shall stand alone.

- 20.2.5 If an employee is so long on overtime duty following his or her normal finishing time that he or she has not had 8 hours interval before his or her next regular starting time such employee shall be allowed at least 8 consecutive hours interval without deduction of pay or shall be paid at overtime rates for all time of duty until such employee has had at least 8 hours interval.

- 20.3 Despite the rate prescribed in clause 20.2.1, 20.2.2 and 20.2.3 at the instigation of the employee there may be an agreement in writing between the employee and employer to take time-off with pay equivalent to the amount for which payment would otherwise have been made. Such accumulated time must be taken within four weeks from the time of accrual.

- 20.4 A regular part-time employee is paid at overtime rates in the circumstances specified in clause 8.3.7.

21. Saturday Work

All ordinary time worked by full time or regular part-time employees from midnight Friday to midnight Saturday shall be paid for at the rate of time and a quarter.

22. Sunday Work

All ordinary time worked by full-time or regular part-time employees from midnight Saturday to midnight Sunday shall be paid for at the rate of time and three quarters.

23. Annual Leave

23.1 See *Annual Holidays Act*, 1944.

23.2 During any period of annual leave an employee shall receive a loading of 17.5% calculated on the rates of pay prescribed by clause 12, Classifications and Wage Rates.

23.3 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.

23.3.1 Access to annual leave, as prescribed in clause 23.3 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

23.3.2 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.

23.3.3 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. Personal Leave

24.1 Sick Leave -

24.1.1 Definition - Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

24.1.2 Entitlement

(a) In the first three calendar months of employment - no more than 10 hours.

(b) In the second three calendar months of employment - no more than a further 10 hours.

(c) In the first year of employment - no more than 45.6 hours.

(d) In the second year of employment and thereafter - no more than 76 hours.

(e) Sick leave may accumulate to a maximum of 304 hours for full time employees, and for part-time employees, to a maximum of 8 times the average weekly hours such employee works in any one year.

(f) The amount of personal leave to which a regular part-time employee is entitled is determined on a pro-rata basis, reckoned each calendar month by reference to the following formula:

$$\frac{\text{Total hours worked in the month}}{152} \times \text{relevant full-time entitlement}$$

24.1.3 Employee must give notice

- (a) Before taking sick leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
 - (b) The notice must include:
 - the nature of the injury or illness (if known); and
 - how long the employee expects to be away from work.
 - (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
- 24.1.4 Evidence supporting claim - A claim made for sick leave shall be supported by evidence from the employee satisfactory to the employer that the employee was unable on account of illness or personal injury to attend for duty on the day for which leave is claimed.
- 24.1.5 The effect of workers' compensation - If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

24.2 Carer's Leave -

24.2.1 Use of Sick Leave

An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 24.2.3(b) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause 24.1 of clause 24, Personal 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.

24.2.2 The employee shall, 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.

24.2.3 The entitlement to use sick leave in accordance with this clause is subject to:

- (a) the employee being responsible for the care and support of the person concerned; and
- (b) the person concerned being:
 - 1. a spouse of the employee; or
 - 2. a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 3. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), 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 paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

24.2.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such 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 shall 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 6, Procedure to Avoid Industrial Disputation, should be followed.

24.3 Unpaid Leave - 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 24.2.3(b) above who is ill or who requires care due to an unexpected emergency.

24.4 Time Off in Lieu of Payment for Overtime

24.4.1 For the purpose only of providing care and support for a person in accordance with subclause 24.2 of this clause, and despite the provisions of clause 20, Overtime, the following provisions shall apply.

24.4.2 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.

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

24.4.4 If, having elected to take time as leave in accordance with paragraph 24.4.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

24.4A Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 24.2.2 and 24.2.4 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 24.2.3(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (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.

24.4.5 Where no election is made in accordance with the said paragraph 24.4.1, the employee shall be paid overtime rates in accordance with the award.

24.5 Bereavement Leave

24.5.1 Paid Leave Entitlement

- (a) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 24.5.3 below.
- (b) For a regular part-time employee, a "day" for the purposes of this paragraph will be reckoned by dividing the total number of hours worked by the employee in the four week period immediately prior to the employee taking bereavement leave by the number of days worked by the employee in the four week period.

24.5.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

24.5.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 24.2.3, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

24.5.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

24.5.5 Bereavement leave may be taken in conjunction with other leave available under subclause 18.11 of clause 18, Hours of Work, subclause 23.3 of clause 23, Annual Leave, and subclauses 24.2, 24.3 and 24.4 of this clause. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

24.5.6 Bereavement entitlements for casual employees

- 24.5.6.1 Subject to the evidentiary and notice requirements in 24.5.2 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 subclause 24.2.3(b) of clause 24, Personal Leave.
- 24.5.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 24.5.6.3 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.

24.6 The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

25. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall 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 shall 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 shall 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 shall 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 shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

26. Jury Service

- 26.1 A full-time or regular part-time employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary wage they would have received Monday to Friday in respect of the ordinary time they would have worked had they not been on jury service.
- 26.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service.
- 26.3 Further the employee shall give their employer proof of their attendance, the duration of such attendance and the amount in respect of such jury service.

27. Public Holidays

27.1 Prescribed Public Holidays

27.1.1 Employees other than casuals shall be entitled to the following holidays without loss of pay: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Union Picnic Day, Christmas Day and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

27.1.2 In respect to Christmas Day and Boxing Day if either day falls on a Saturday or Sunday and an employee is required to work on such day or days then the day or days shall be treated as the public holiday and day substituted shall be paid at the rate that would otherwise be paid on 25 and/or 26 December.

27.2 Provided that when an employee is absent from his or her employment only on one working day or part of a day before or after a holiday, except on account of illness or other legitimate reason, he or she shall not suffer loss of payment for more than one day of the holidays.

27.3 Payment for work on a public holiday

27.3.1 Subject to 27.6, all time worked by a full-time employee on a holiday herein prescribed shall be paid for at the rate of double time and one-half for the hours worked, with a minimum of four hours additional pay. Alternatively, such employees who work on a prescribed holiday, may, by agreement, perform such work at time and one-half the ordinary Monday to Friday rate, provided that the equivalent of the time worked is also added to the employee's annual leave or one day in lieu of such public holiday shall be allowed to the employee during the week in which such holiday falls. Provided that such holiday may be allowed to employees within 28 days of such holidays falling due.

27.3.2 Casual employees working on a public holiday prescribed by this clause, shall be paid according to the provisions of clauses 8.2.2(c) and 8.2.2(e) of this Award.

- 27.3.3 Regular part-time employees required to work on a public holiday prescribed by this clause shall be paid (at the rate of double time and a half for all time worked) according to the provisions of clauses 8.3.4, 8.3.5 and 8.3.6 of this Award.

27.4 Additional Public Holidays

Where in a State or Territory or locality within a State or Territory an additional public holiday (other than Easter Saturday) is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, other than by those covered by Federal Awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Award, for the employees covered by this Award who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

27.5 Rostered Day Off Coinciding With a Holiday -

- 27.5.1 Where an full time employee's rostered day or days off coincide(s) with a holiday prescribed in this Award, the holiday shall not be a holiday for such employee and the holiday shall be substituted in one of the methods following:

- (a) one day with pay added to the annual leave;
- (b) payment of one day's pay shall be made to the employee on the next succeeding pay day;
- (c) such holiday may be allowed off with pay to the employee within 28 days after such holiday falls;

NOTE: one of the above methods must be mutually agreed upon by the employee and the employer. Failing such agreement the provision prescribed in 27.5.1(a) hereof shall apply.

- 27.5.2 A regular part-time employee (as defined in clause 8.3) is to be entitled to the public holidays listed in clause 27.1 without loss of pay if those public holidays fall on days the employee would normally work in accordance with clause 8.3.

- 27.5.3 An employer must not alter an employee's roster on any occasion so as to avoid any of the provisions of this clause. Where a roster is altered so as to avoid or reduce payment due or the benefit applicable under this clause, the employee must be paid for such holiday/s as if the roster had not been changed.

- 27.5.4 Despite 27.5.2, a regular part-time employee who was employed on or before 12 August 2005 and who works an average of five days per week must not be disadvantaged while the employee continues in employment as a regular part-time employee with the same employer by the fact that a prescribed holiday falls upon a day when the employee would not be working. The compensation for such employee will be that set out in paragraph 27.5.1 above.

27.6 Substitution of Days

- 27.6.1 An employer and a majority of employees in a workplace may, subject to the following conditions, agree to substitute another day for any prescribed in this clause.
- 27.6.2 If the employer intends to seek agreement on substituting a day or days and the union has members at the particular workplace then the employer must inform the union of its intention and provide the union with an opportunity to participate in negotiations relating to substitution.

- 27.6.3 After the employer and a majority of employees have agreed to a substitute day, the agreement must be recorded in writing and made available to every affected employee.
- 27.6.4 The employer must record substitution day arrangements in the time and wages records kept pursuant to Division 2 of Part 4 of the Industrial Relations (General) Regulations.
- 27.6.5 Any disputes in relation to the practical application of this provision may be dealt with in accordance with Clause 6.

28. National Training Wage

The parties to this award shall observe the terms of the National Training Wage Award 1994 as amended, as though bound by clause 3 of that Award.

29. Work Experience

The provisions of this Award shall not apply to high or secondary school students whilst undergoing work experience with the written approval of a school career co-ordinator or similar school's officers.

30. Accident Pay

See *Workplace Injury Management and Workers Compensation Act 1998*.

31. Posting of Award

A copy of this Award, as varied from time to time, shall be maintained in each establishment of an employer and shall be available for inspection at any time by an employee covered by this Award.

32. Leave for Consultation Meetings

Each employer must allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- 32.1 At least fourteen days' notice of such meeting is given to the employer.
- 32.2 The period of the meeting is no greater than three hours, with employees returning to duty by 5.00pm if so rostered.
- 32.3 The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.
- 32.4 Such consultation meetings are to be held on either a Monday or Tuesday, not being a week in which a public holiday occurs.
- 32.5 The employer is only obliged to pay wages for the period that the employee was rostered for duty.
- 32.6 The employer is not obliged to pay wages for more than one such meeting in any calendar year.

33. Basis of Award

This award is made in relation to the award of the Australian Industrial Relations Commission known as the Motels, Accommodation and Resorts Award 1998.

34. Anti-Discrimination

- 34.1 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.

- 34.2 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.
- 34.3 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.
- 34.4 Nothing in this clause is to be taken to affect:
- 34.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 34.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 34.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 34.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 34.5 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."

35. Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
- (b) the Union shall 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;
- (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
- (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise 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 shall 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.

- (iii) Monies so deducted from employees' pay shall 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:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the 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.
- (v) The Union shall 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 shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) 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 shall 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.
- (viii) This clause shall take effect:
 - (a) In the case of employers who currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 1 February 2005;
 - (b) In the case of employers who do not fall with subparagraph (i) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 1 May 2005;
 - (c) For all other employers, from the beginning of the first pay period to commence on or after 1 August 2005.

36. Leave Reserved

Leave is reserved for any party to revisit the provisions of the award to consider what amendments, if any, should be made to the award as a result of the decisions of the Commission in matter IRC No. 4330 of 2003, application for variation of awards Re: Secure Employment Clause, and matter IRC No. 7167 of 2003, application for a State Decision pursuant to s51 of the Industrial Relations Act 1996 to address Employment Opportunities.

37. Area, Incidence and Duration

37.1 This award rescinds and replaces:

- (a) the Motels, Accommodation and Resorts, &c., (State) Award published 26 May 2000 (315 I.G. 1064), and all variations thereof ;

- (b) the Flats, Residentials &c., (State) Award published 5 January 1983 (228 I.G. 58), and all variations thereof;
- (c) the Flats, Residentials &c., Redundancy and Technological Change (State) Award published 9 February 1996 (290 I.G. 628), and all variations thereof; and
- (d) the Flats, Residentials &c., (State) Wages Adjustment Award published 28 February 1997 (296 I.G. 1025), and all variations thereof.

It shall apply to all persons employed in any capacity whether permanent or casual in or in connection with motor inns or motels, unlicensed private hotels, serviced apartments, resorts, time share facilities, health or recreation farms, guest houses, ski lodges, holiday flats/units, holiday ranches or farms, condominiums, flats (being premises (not being an hotel licensed to sell spirituous or fermented liquors) where either furnished, unfurnished or service apartments are let or sub-let to tenants (but does not include a private house) and residential chambers (being a lodging house or residential establishment (not being an hotel licensed to sell spirituous or fermented liquors) where accommodation only is provided) and establishments of a like nature together with restaurants, function areas, convention centres or like facilities, ancillary to or part of any of the above whether such establishments are licensed to serve alcoholic drinks or not and in or in connection with preparing and serving food, cleaning and attending to the premises and all other services associated therewith, excluding the County of Yancowinna and government accommodation houses, and excepting all persons employed by Lutanda Children's Home Ltd at Camp Toukley, provided further that Camp Toukley continues to provide the type of services as identified in the affidavit of John Roberts, dated 11 May 2001, filed in proceedings IRC 2328/2000.

- 37.2 This award shall take effect from the beginning of the first pay period to commence on or after 14 May 2001 and shall remain in force for a period of 12 months.
- 37.3 Unless otherwise agreed (and recorded in writing in the time and wages record), for each employee (full-time, part-time, and casual) who was at 24 March, 1999, employed under the provisions of the 1994 Private Hotels, Motels, Guest Houses &c., Employees (State) Award, as varied from time to time, it is a term of this award that they do not suffer any reduction in wages or salary as a result of the making of this award. In this clause, "an overall reduction in wages or salary" means that, when comparing like work pattern with like work pattern, the gross income of the employee is less under this award than it would have been under the provisions of the 1994 Private Hotels, Motels, Guest Houses, &c., Employees (State) Award immediately prior to 24 March 1999. This clause shall cease to operate on 23 March 2001.
- 37.4 Unless otherwise agreed (and recorded in the time and wages record), no employee (full-time and part-time) who was at 14 May 2001 employed under the provisions of the Flats, Residentials &c., (State) Award, as varied from time to time, shall suffer a reduction in ordinary time earnings as a result of the making of this award.
- 37.5 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 October 2015.

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

J. D. STANTON, Commissioner

**NEW SOUTH WALES LOTTERIES CORPORATION (SALARIES,
ALLOWANCES AND CONDITIONS OF EMPLOYMENT) 2008
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 618 of 2015)

Before Commissioner Stanton

14 October 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the New South Wales Lotteries Corporation (Salaries, Allowances and Conditions of Employment) 2008 Award published 26 June 2009 (368 I.G. 453) as varied, be rescinded on and from 14 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(510)

SERIAL C8421

NURSES, OTHER THAN IN HOSPITALS, &C. (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 593 of 2015)

Before Commissioner Stanton

14 October 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Nurses, Other Than in Hospitals, &c. (State) Award 2006 published 27 January 2012 (372 I.G. 598) as varied, be rescinded on and from 14 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 654 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. Delete the definition of "Union" in Clause 2, Definitions, of the award published 26 June 2009 (368 I.G. 604), and insert in lieu thereof the following:

"Union" means the Health Services Union NSW.

2. Delete subclause (c) of clause 7, Area, Incidence and Duration, and insert in lieu thereof the following:

- (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 15 October 2015.

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 655 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. Delete the definitions of "Employer" and "Union" in Clause 4, Definitions, of the award published 24 April 2009 (367 I.G. 1403), and insert in lieu thereof the following:

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

"Union" means the Health Services Union NSW.

2. Delete subclause (iii) of clause 8, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (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 15 October 2015.

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

**PUBLIC HOSPITALS MEDICAL RECORD LIBRARIANS (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 656 of 2015)

Before Commissioner Stanton

15 October 2015

REVIEWED AWARD

1. Delete the definitions of "Employer" and "Union" in Clause 1, Definitions, of the award published 24 April 2009 (367 I.G. 1408), and insert in lieu thereof the following:

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

"Union" means the Health Services Union NSW.

2. Delete subclause (iii) of clause 7, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (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 15 October 2015.

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

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1920)

SERIAL C8459

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 770 of 2015)

Before Commissioner Stanton

28 October 2015

REVIEWED AWARD

1. Insert in numerical order in clause 3, Area, Incidence and Duration of the award published 22 August 2014, (376 I.G. 904), the following new subclause 3.6:
- 3.6 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 28 October 2015.

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

2. Delete paragraph (b) of subclause 40.1 of clause 40, Shift Work Definitions and insert in lieu thereof the following:
 - (b) For Inspector Vehicle Regulations:
 - (i) Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.
 - (ii) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
 - (iii) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
 - (iv) Payment for day shift shall be at the ordinary rate of pay.
 - (v) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
 - (vi) Payment for night shift shall be at the ordinary rate of pay plus 15%.
 - (vii) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
 - (viii) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
 - (ix) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.

3. This variation shall take effect on and from 28 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 588 of 2015)

Before Commissioner Stanton

27 October 2015

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

This award is the Security Industry (State) Award.

2. Arrangement

This award is arranged as follows:

PART A

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement
3.	Relationship with Other Awards
4.	Where and to Whom the Award Applies
5.	Date the Award Starts
6.	Transitional Arrangements
7.	Definitions
8.	Types of Employment
8A.	Secure Employment Provisions
9.	Termination of Employment
10.	Employer and Employee Duties
11.	Wages
12.	Allowances
13.	Anti-Discrimination
14.	Procedure to Avoid Industrial Disputation
15.	Mixed Functions
16.	Payment of Wages
17.	Ordinary Time Hours of Work
18.	Broken Ordinary Time Shifts
19.	Paid Rostered Days Off Duty
20.	Rosters and Transfer of Employees
21.	Span Loadings - Ordinary Time Work
22.	Overtime
23.	Call Back
24.	Public Holidays
25.	Annual Leave
26.	Long Service Leave
27.	Personal Leave
28.	Parental Leave
29.	Jury Service
30.	Attendance at Repatriation Centres

31. Introduction of Change
32. Redundancy
33. Enterprise Flexibility Provisions
34. Deduction of Union Dues

PART B

MONETARY RATES

Table 1 - Rates of Pay Per 38 Hour Week

Table 2 - Other Rates And Allowances

APPENDIX A

Ordinary Time Hours Of Work - Specified Site Or Sites

APPENDIX B

Overtime Agreement

APPENDIX C

Ordinary Time Hours Of Work - Specified
Company/Employer

APPENDIX D

National Training Wage Provisions

3. Relationship with Other Awards

This Award shall supersede all previous Awards or orders relating to the employment within its scope of all employees whether or not members of the Australian Liquor, Hospitality and Miscellaneous Workers Union, but no right, obligation or liability accrued or incurred under any such previous Award or order shall be affected hereby.

4. Where and to Whom the Award Applies

- 4.1 This award shall apply in New South Wales only. This award shall apply to the employment of employees, being members or not of the Australian Liquor, Hospitality and Miscellaneous Workers Union, in respect of the employment by an employer of gatekeepers and all persons, employed in or in connection with the industry or industries of security or watching including persons employed in control rooms to monitor, respond to or act upon alarm systems excepting persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, and also excepting security officers employed in or in connection with a retail shop provided those security officers are directly employed by the retail shop; and also excluding the County of Yancowinna within the jurisdiction of the Security and Cleaning, &c. (State) Conciliation Committee; "and Excepting employees covered by the Zoological Parks Board of New South Wales Wages Employees' Award, 2006"
- 4.2 For the purpose of this clause, the jurisdiction of the Security and Cleaning, &c. (State) Conciliation Committee is as follows:

Section 1

Caretakers and cleaners employed in or in connection with anyplace of business, in schools of arts, literary institutes, lodge rooms (including buildings used for lodge meetings), museums, schools and caretakers and cleaners (as distinguished from groundsmen) in sports grounds, also caretakers and cleaners employed solely in connection with churches, caretakers and cleaners employed in the Botanic

Gardens in the Sydney Domain, caretakers of racecourses, agricultural grounds and recreation grounds, and cleaners employed in cleaning buildings other than grand and public stands, stables and animal pavilions on racecourses, agricultural grounds and recreation grounds, cleaners in shops, office cleaners and caretakers, lift attendants, security guards, gatekeepers, caretakers and cleaners employed in and about Strata Title units and Company Title units and tea attendants excepting canteen workers, persons within the present constitution rule of The Health and Research Employees' Association of New South Wales and persons within the steel industry in the State, excluding the County of Yancowinna;

Section 2

All persons employed in or in connection with the industry or industries of security or watching (in either case other than employees employed in a shop by the operator thereof during ordinary trading hours in areas intended for public access) and excepting also persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, but not excluding persons employed in control rooms to monitor, respond to or act upon alarm systems.

Excepting

Lift attendants in hotels, clubs, boarding houses, restaurants, tea shops and oyster shops and in flats and residential chambers and establishments; Employees within the jurisdiction of the Milk Treatment, &c., and Distribution (State) Conciliation Committee, the Breweries, &c. (State) Conciliation Committee and the Cement Workers, &c. (State) Conciliation Committee; And excepting employees of - State Rail Authority of New South Wales; Urban Transit Authority of New South Wales; The Commissioner for Motor Transport; The Water Board; The Hunter District Water Board; South Maitland Railways Pty. Limited; The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, Metal Manufactures Limited, Australian Fertilisers Limited and Austral Standard Cables Proprietary Limited, at Port Kembla, including employees employed by Australian Fertilisers Limited on the bone-crushing and fertiliser-mixing and bagging plant at Granville; and in connection with the manufacture of acids, chemicals and fertilisers at Villawood; Blue Circle Southern Cement Limited; The Kandos Cement Company Limited; The Council of the City of Sydney and of shire and municipal councils; The Council of the City of Newcastle; The Sydney County Council; The Broken Hill Proprietary Company Limited at Newcastle; Australian Wire Industries Pty. Ltd. at its Sydney Wiremill; Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee; Australian Wire Industries Pty. Ltd. at its Newcastle Wiremill; The Australian Gas Light Company; The North Shore Gas Company Limited; Prospect Electricity; Electricity Commission of New South Wales; And excepting employees in or about coal mines north of Sydney, in or about coal mines in the South Coast District; And Excepting - Employees in or about metalliferous and limestone mines or in connection with mining for minerals other than coal or shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining treatment and reduction works; All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work; Persons employed in or by The United Dental Hospital of Sydney; Cleaners employed on the national ferries; Security guards employed by the Maritime Services Board of New South Wales on tugs, dredges, launches and motor boats and lighters; Gatekeepers under the control of the Department of Agriculture employed in tick quarantine areas of the State; And excepting employees within the jurisdiction of the following Conciliation Committees:

Race Clubs, &c., Employees (State);

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);

Cleaning Contractors' (State);

Tubemakers of Australia Limited, Newcastle;

Showground, &c., Employees (State);

Security Officers (Waterfront);

Sugar Workers (CSR Limited, Pyrmont);
County Councils (Electricity Undertakings) Employees;
Shortland County Council;
John Lysaght (Australia) Limited Newcastle;
John Lysaght (Australia) Limited Unanderra;
Australia Wire Industries Pty Ltd - Newcastle Ropery;
Tubemakers of Australia Limited, Yennora;
Club Employees (State);
University Employees, &c. (State);
Smelting and Fertiliser Manufacturing (Sulphide Corporation Pty
Limited and Greenleaf Fertilisers Limited);
Shoalhaven Scheme.

5. Date the Award Starts

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 October 2015. This award remains in force until varied or rescinded, the period for which it was made already having expired.

6. Transitional Arrangements

- 6.1 No permanent employee employed as at 27 August 1990 shall suffer a reduction in his or her current entitlement to sick leave (i.e. a maximum of 90 hours per year) as a result of the introduction of this Award.
- 6.2 No existing permanent employee employed as at 18 September 1998 shall be required to work broken shifts without the agreement of the employee concerned.

7. Definitions

7.1 Classification Structure

7.1.1 Security Officer Grade 1 means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site/post,
- (c) as an employee stationed at an entrance and/or exit whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into and/or moving within premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform and including an area or door attendant or commissionaire in a commercial building;
- (d) to carry out crowd control duties;

- (e) a Security Officer Grade 1 may use electronic equipment such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may also provide escort for a person or persons carrying cash provided it is incidental to other Grade 1 duties, and may perform incidental duties which need not be of a security nature.

7.1.2 Security Officer Grade 2 means either:

- (a) an employee who is performing the duties of securing, watching, guarding and/or protecting, or cash collection and/or delivering as a part of their duties, as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate establishments or sites;
- (b) an employee who monitors and acts upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print -out and may be required to perform the duties of a Security Officer Grade 1; or
- (c) an employee who is required to monitor and act upon walk through electro-magnetic detectors; and/or monitor, interpret and act upon screen images using X-ray imaging equipment; or
- (d) where required by the employer, to control a dog used to assist the Security Officer to carry out the duties of watching, guarding or protecting persons and/or premises and/or property.

7.1.3 Security Officer Grade 3 means a person who in addition to performing the duties defined in Grade 2, monitors and acts upon intelligent building management systems terminating at a visual display unit or computerised printout that has the capacity for and requires data input from the security officer.

7.1.4 Security Officer Grade 4 means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties:

- (a) Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of Security Officers Grade 1, 2 or 3; operating or monitoring any medium of verbal communication.

7.1.5 Security Officer Grade 5 - means a person who, whilst in charge of a shift of one or more Security Officers Grade 4, which may include leading hands, carries out coordinating duties in addition to the normal duties of a Security Officer Grade 4. A person in receipt of the rate applying to this classification is not entitled to a leading hand allowance as provided in this award.

7.2 Relieving Security Officer means a permanent employee who is engaged primarily for the purpose of relieving at short notice any other rostered security officer of the employer and for whom a display of roster is not required and for whom only 24 hours notice of change of shift must be given where practicable.

7.3 Seven Day Shift Worker means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.

7.4 Five Day Shift Worker means a person engaged to work shifts of ordinary time hours between 2200 Sunday and 2400 Friday inclusive. Subject to Clause 23 - Call Back, a five day shift worker may be requested, but may not be compelled to work on public holidays prescribed by this award.

- 7.5 Permanent Employee means a full-time or part-time employee engaged on an ongoing basis and paid by the week or fortnight, as the case may be.
- 7.6 Full-Time Employee means a permanent employee engaged to work an average of 38 hours per week.
- 7.7 Part-Time Employee is defined in 8.3.
- 7.8 Broken-Shift Employee means a full-time or part-time employee who is engaged to work ordinary time shifts which may include an unpaid break period, in accordance with the provisions of Clause 18 - Broken Ordinary Time Shifts.
- 7.9 Casual Employee means an employee engaged and paid as such.
- 7.10 Time Periods
- 7.10.1 One Hour's pay means one thirty-eighth of the weekly ordinary time rate provided for the employee's classification under Table 1 of Part B.
- 7.10.2 Day means the period from midnight to midnight (0000 to 2400).
- 7.10.3 Week means the period between 0000 on a Monday and 2400 on the following Sunday.
- 7.10.4 Weekday means a 24 hour period commencing at 0000 and falling between 0000 on Monday and 2400 on Friday.
- 7.10.5 Ordinary Time Shift means the whole period between the commencement and cessation of a period of ordinary time work, including any paid crib break/s and, in the case of broken-shift employees, including the unpaid break between the first part of a broken-shift and the second part of that broken-shift.
- 7.10.6 Day Span means any part of an ordinary time shift which is worked during the period between 0600 and 1800 on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.7 Night Span means any part of an ordinary time shift which is worked during the period before 0600 and/or the period after 1800, on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.8 Saturday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 and 2400 on a Saturday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.9 Sunday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 and 2400 on a Sunday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.10 Weekend Span means any part of an ordinary time shift which is worked during the 48 hour period between 0000 on Saturday and 2400 on Sunday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.11 Public Holiday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.12 Permanent Night Work means any work performed during a night span (as defined) over the whole period of a roster cycle in which more than two thirds of the employee's total ordinary shifts include ordinary hours between 0000 and 0600, on any day of the week.

However, in the case of a Relieving Security Officer (as defined in 7.2), the roster cycle for the purposes of this subclause means a complete pay period.

7.11 Union means the Australian Liquor, Hospitality and Miscellaneous Workers Union.

7.12 Mixed Enterprise means an employer's enterprise carried on for the principal purpose of the production, treatment, distribution, or provision of articles, goods, merchandise, materials and services, and which enterprise employs categories of labour provided for by this award as an incidental or ancillary function of their business or enterprise.

7.13 Continuous Service

7.13.1 In calculating the twelve months' continuous service, the only absences counted as time worked are the following:

up to 152 ordinary working hours in a twelve month period because of sickness or accident;

long service leave that an employee takes under the relevant State long service leave legislation; and

annual leave.

7.13.2 Where a period of work is less than twelve months, the absences counted as time worked because of sickness or accident are calculated on a proportionate basis.

7.13.3 The following events do not break an employee's continuous service:

sick leave;

leave as the result of an accident;

leave lawfully granted by the employer; or

absence for a reasonable cause (the employee must prove that the leave was reasonable)

7.13.4 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.

7.13.5 Any other absence from work does not break continuity of service unless the employer notifies the employee within fourteen days of the employee returning to work after the absence. The employer must tell the employee in writing.

7.13.6 If an individual employee is absent, the employer must tell that employee by:

giving the notice to him or her personally; or

posting the notice to his or her last known address.

7.13.7 If a number of employees are absent because of collective action, the employer may tell them all by placing a notice in the place where the employer normally places general notices to employees. The employer must also send a copy of the notice to the Union on the same day.

7.13.8 It will also not break an employee's continuous service if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.

8. Types of Employment

8.1 Employees under this award must be engaged either as permanent (full-time or part-time) employees, or as casual employees.

8.2 Probationary Period

Employees engaged as permanent employees without any previous service with the employer may be engaged for a probationary period of up to three months. The employer and employee may agree in writing to reduce or exclude altogether the probationary period.

8.3 Part-time Employees

8.3.1 "Part-time Employee" means a permanent employee who is employed to work regularly a minimum of 20 ordinary hours and less than 38 ordinary hours per week.

8.3.2 An employee engaged on a part-time basis shall be entitled to payments in respect to all leave and public holidays, on a proportionate basis subject to the relevant provisions of this Award.

8.3.3 An employee who does not meet the definition of a part-time employee and who is not a full-time employee must be paid as a casual employee in accordance with Clause 11.2.

8A. Secure Employment Provisions

(a) 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.

(b) Casual Conversion

(i) 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 shall 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.

(ii) Every employer of such a casual employee shall 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.

(iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) 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 shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(iv) 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.

- (v) 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.
- (vi) 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 (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), 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 or 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.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall 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 shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall 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.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (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.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) 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.

9. Termination of Employment

9.1 Notice of Termination by Employer

- 9.1.1 In order to terminate the employment of a full-time or part-time employee the employer must give to the employee the period of notice specified in the table below:

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 of completed service	4 weeks

- 9.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 9.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 9.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 9.1.5 The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 9.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time must once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship must be counted as service in determining any future termination.
- 9.1.7 Continuous service is defined in 7.13.

9.2 Notice of Termination by an Employee

9.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

9.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

9.3 Time Off During Notice Period

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off must be taken at times that are convenient to the employee after consultation with the employer.

9.4 Extended Notice of Termination

9.4.1 Despite any other provisions of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding twelve months, such employee must be given three months' notice of the termination of employment. If the employer fails to give such notice in full:

- (a) the employee must be paid at the rate specified in Clause 11 - Wages for the employee's ordinary classification for a period equal to the difference between three months and the period of the notice given, and
- (b) the period of notice required by this subclause to be given must be regarded as service with the employer for the purpose of the *Long Service Leave Act 1955* (NSW), the *Annual Holidays Act 1944* (NSW), or any Act amending or replacing either of those Acts.

9.4.2 Nothing in 9.4.1 affects the common law right of an employer in relation to summary dismissal of an employee.

9.5 Return of Equipment

On the termination of employment, an employee must return to the employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees. Where an employee fails to return any uniform, protective clothing or other items issued, the employer may deduct the monetary value of such uniform, clothing or other items from the employee's termination pay. Such deduction may only occur where prior authorisation in writing has been given by the said employee. Where the employer so requests an employee must sign such written authority upon engagement. Existing employees may be required to sign such an authority upon receipt of the next issue of uniform/clothing or other items.

10. Employer and Employee Duties

10.1 Employees covered by this award may be required by the employer to perform all work within their skill and competence including work which is incidental or peripheral to their main tasks or function.

10.2 If an employee wilfully or negligently damages or loses uniforms, protective clothing or equipment issued by the employer, the employer may require the employee to reimburse the employer for such damage or loss.

11. Wages

11.1 Permanent Employees

11.1.1 The minimum rate of pay for each classification is as set out in Table 1 of Part B.

11.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case of 2010. These adjustments may be offset against:

- (i) any equivalent over-award payment, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

11.1.3 Licencing

All employees engaged under this Award are required to hold a relevant licence in accordance with the *Security Industry Act 1997* (the "Act"). The rates of pay contained in Part B - Table 1 of this Award are inclusive of skills acquired in accordance with the provisions of the Act.

11.2 Casual Employees

11.2.1 A casual employee for working ordinary time must be paid one thirty-eighth of the award wage prescribed by this award for the class of work performed plus 15 per cent (calculated to the nearest whole cent).

11.2.2 In addition to the ordinary hourly rate prescribed at 11.2.1, span penalties and overtime penalties must be paid where appropriate.

11.2.3 In addition to the ordinary hourly rate prescribed in 11.2.1 a casual employee is entitled to be paid one-twelfth of the ordinary hourly rate as entitlement to pro-rata annual leave. This amount must be paid at the same time as prescribed for the payment of wages in Clause 16 - Payment of Wages. Provided that that time is no later than on a weekly or fortnightly basis (dependent upon the employers pay period).

11.3 Part-Time Employees

A part-time employee for working ordinary time must be paid per hour one thirty-eighth of the weekly rate prescribed by 11.1 for the classification in which the employee is engaged (calculated to the nearest whole cent), together with such span penalties and/or overtime penalties as may be applicable to the work performed.

12. Allowances

12.1 Travelling Expenses

When an employee is sent by the employer to work away from an employer's recognised place of business the employer must pay all travelling time from such place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer must pay travelling time to the place of business. An employee sent for duty to a place other than the regular place of duty or required by the employer to attend a court of inquiry in connection with employment must also be paid reasonable authorised expenses.

12.2 Uniforms

Where an employer requires an employee to wear a uniform, the employer must reimburse the employee for the cost of such uniform. This clause does not apply if the employer elects to provide the uniform at no cost to the employee. Employees will be required to provide their own black shoes.

12.3 Leading Hand Allowances

12.3.1 An employee other than a casual employee placed in charge of other employees must be paid, in addition to their ordinary wages, the rates as set out in Table 2 - Other Rates and Allowances, of Part B, plus an additional amount per week as set out in Table 2 for each employee exceeding twenty.

12.3.2 Where the employee concerned is a casual employee, the employee must be paid an amount for each shift worked equal to 1/5th of the amount as set out in Table 2.

12.4 Relieving Officers

Despite any other provision of this award, where a permanent employee and an employer are in agreement, the employee may be appointed a Relieving Officer by the employer and must be paid an additional amount per week as set out in Table 2 for each week of employment. This amount must not be in substitution for any span, weekend or public holiday penalties nor in substitution for any overtime payment.

12.5 First-Aid Allowance

12.5.1

- (a) An employee who is required to hold an industrial qualification as a first-aid attendant and who is appointed by the employer to carry out the duties of a first-aid attendant shall be paid an additional amount per week as set out in Table 2.
- (b) Where the employee is a casual employee, then such employee shall be paid an additional amount for each shift worked equal to 1/5th of the amount as set out in Table 2.

12.6 Gun Allowance

Where an employee is required by the employer to carry a firearm, the employee must be paid an additional amount per shift as set out in Table 2 with a maximum amount per week as set out in Table 2.

12.7 Locomotion

12.7.1 Where an employee is required by the employer to use a motor cycle or other motor vehicle, and it is not provided and maintained by the employer, the employer must reimburse the employee for each shift worked an amount as set out in Table 2, plus the cost of fuel used on the employer's business.

12.7.2 An employee providing a bicycle for use in the employer's business must be paid for each shift worked an amount as set out in Table 2.

12.8 Meal Allowance

12.8.1 An employee required to work in excess of one hour after completion of the employee's ordinary shift without being notified before the completion of the previous day or shift must be paid a meal allowance as set out in Table 2.

12.8.2 The employer must pay the employee a further meal allowance as set out in Table 2 on the completion of each additional four hours' overtime worked.

12.9 Fares Allowance

Where an employee is required by the employer to work a broken shift (as defined), the employee must be paid an additional amount for each such broken shift worked as set out in Table 2.

12.10 Overnight Expenses

Where a Security Officer is required, in the course of their work, to remain away from home overnight, they must be reimbursed by the employer for:

- 12.10.1 all reasonable expenses actually incurred for accommodation; and
- 12.10.2 an amount to cover the cost of dinner and breakfast as set out in Table 2.
- 12.10.3 The provisions of 12.10.2 do not apply if the employer supplies breakfast or dinner (as the case may be) at no cost to the employee.

12.11 Aviation Security Allowance

- 12.11.1 An employee who performs Aviation Security Shall be paid an aviation allowance as set out in Part B, Table 2 - Other Rates and Allowances.
- 12.11.2 For the purpose of this clause, Aviation Security means the provision of security services including, but not limited to, passenger, goods and/or baggage security including checked baggage screening services, control room functions, guarding and controlling access to designated areas, and general security of persons, property and buildings at an airport within the scope of coverage of the *Aviation Transport Security Act 2004* (Cth) and its Regulations.
- 12.11.3 Aviation Security does not include traffic control (including kerbside traffic management), car parking services, or any other function for which a valid security license is not required.

13. Anti-Discrimination

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

14. Procedure to Avoid Industrial Disputation

Subject to the provisions of the *Industrial Relations Act 1996* grievances or disputes shall be dealt with in the following manner.

14.1 Step 1

The employee(s) is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and stating the remedy sought. This meeting shall take place within one working day, where possible, if not within two working days of the issue arising (weekends and holidays excepted).

14.2 Step 2

If agreement is not reached then the matter shall be referred by the employer to a higher authority (where this exists) no later than one working day after the period stated in subclause 14.1 (weekends and holidays excepted). At the conclusion of the discussion the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.

14.3 Normal Work

While the foregoing procedure is being followed normal work shall continue.

14.4 Step 3

If the matter is still not settled within a reasonable period of time it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.

14.5 Representation

The employer may be represented by an industrial organisation of employers and the employee(s) is(are) entitled to be represented by the Australian Liquor, Hospitality and Miscellaneous Workers Union, an industrial organisation of employees, for the purposes of each step of the procedure.

15. Mixed Functions

- 15.1 An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification must be paid the higher rate for such day or shift.
- 15.2 However, where an employee is engaged for less than two hours on any one day or shift the employee must be paid the higher rate for the time so worked.
- 15.3 An employee who is required to perform work temporarily for which a lower rate is paid, must not suffer any reduction in wages whilst so employed. Work of less than one week's duration is temporary work.

16. Payment of Wages

16.1 Pay Period

The employer must pay wages and other moneys to employees either weekly or fortnightly, depending on the employer's pay period. The time of payment must not be more than seventy-two hours from the time when such wages become due and must not be later than Thursday in the week. An employer may pay in cash or by cheque or electronic funds transfer; provided that payment other than in cash does not remove the obligation to pay as prescribed by this clause.

16.2 Pay Day

The employer must specify the day upon which wages will be paid, in accordance with 16.1, and any employee who is not paid on such day must be paid overtime rates for all time subsequently worked

until payment is made. Where an employee is normally paid on the job or at the work site and the employee is rostered off duty on a day which coincides with pay day, then such employee must be paid no later than the working day immediately following pay day.

16.3 Payment of Casual Employees

An employer may pay wages to casual employees at the time and place specified for permanent employees, that is, on a weekly or fortnightly basis depending on the employer's pay period.

16.4 Errors in Payment

16.4.1 Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time will be waived provided that:

- (a) the employee has been paid the ordinary base rate of pay, and
- (b) any underpayment or error is corrected within 48 hours of notification by the employee to the pay office of the employer concerned.

16.4.2 Where such underpayment or error is not corrected within 48 hours then the employee is entitled to waiting time as provided for in 16.2.

16.4.3 In this subclause, "48 hours" means hours which fall Monday to Friday inclusive.

16.5 Averaging of Hours Worked Across Roster Cycles

An employee who works normal hours according to a roster under which the number of hours worked in any particular pay period during the roster cycle are more or less than the average number of hours worked during all pay periods covered by the roster must be paid according to a weekly average of ordinary hours worked over the whole period of the roster cycle.

16.6 Payment For Hours Actually Worked

In lieu of the averaging system prescribed in 16.5, an employer may, with the consent of the employee concerned, elect to pay that employee for the actual time worked in each pay period. However, once an employee has given consent to payment for hours worked, the employee cannot thereafter unilaterally withdraw that consent.

16.7 Time And Wages Records

16.7.1 Each employer shall keep a record or system from which can be readily ascertained the name and occupation of each employee, the hours worked each day (including the commencing and finishing time of each shift worked), and the wages and entitlements paid each pay period.

16.7.2 The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

16.7.3 The time and wages record shall be open for inspection to a duly accredited union official in accordance with section 298 of the *Industrial Relations Act 1996*, during the usual office hours at the employer's office. Provided that an inspection shall not be demanded unless a branch official suspects that a breach of this Award has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

16.7.4 The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to a suspended breach of this Award.

17. Ordinary Time Hours of Work

17.1 Roster Cycles

17.1.1 Subject to 17.9 and subject to the exceptions hereinafter provided, the ordinary hours of work are an average of 38 per week to be worked on one of the following bases:

- (a) 76 hours within a roster cycle not exceeding fourteen consecutive days;
- (b) 114 hours within a roster cycle not exceeding twenty-one consecutive days;
- (c) 152 hours within a roster cycle not exceeding twenty-eight consecutive days;
- (d) 304 hours within a roster cycle not exceeding fifty six consecutive days.

17.1.2 The ordinary hours prescribed in this clause must be worked in shifts of no more than ten consecutive hours with not more than one shift in any period of twenty four hours. However, a new employee (other than a casual employee) on engagement may work up to three shifts as part of an initial training period. Such shifts must be paid for at the appropriate rate of pay prescribed by this award but must not form part of the normal roster cycle provided for in this clause. The normal roster cycle must commence on the fourth shift.

17.2 Shift Duration

Except as provided in 17.7, ordinary time shifts must be limited in duration to:

17.2.1 for casual employees - a minimum of 4 hours and a maximum of 8 hours;

17.2.2 for full-time employees - a minimum of 8 hours and a maximum of 10 hours;

17.2.3 for part-time employees - a minimum of 3 hours and a maximum of 10 hours.

17.3 Break Between Sequential Shifts

Each ordinary time shift must be separated from any subsequent ordinary time shift by a minimum break of not less than 8 hours nor less than the duration of the ordinary time work performed during the shift which immediately preceded the break.

17.4 Long Break Between Shifts

17.4.1 An employee is entitled to have no less than 4 separate breaks of not less than 48 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 72 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 48 continuous hours off work in each 21 day roster cycle.

17.4.2 An employee:

- (a) must not work more than 6 ordinary time shifts, and/or
- (b) must not work more than a total of 48 hours of ordinary time between the breaks prescribed in 17.4.1.

17.5 Shift Start/End Times

17.5.1 Except in the case of a broken shift, shifts must be continuous and an employee's commencing and ceasing times of ordinary hours of work must operate at the actual job or work station.
However:

- (a) where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) company equipment (such as a gun, keys, car etc.) from a location other than the actual work site or sites, and
- (b) the collection and/or return of such equipment adds more than 15 minutes to the time which would otherwise be required for the employee to travel between the employee's normal work site or location and the employee's residence.

17.5.2 Then the commencing and ceasing times of ordinary work must operate from such point of collection and such point of return respectively

17.6 Crib Breaks

A paid crib break (or breaks) must be allowed on shifts of more than 4 hours. A crib time of not less than 20 minutes on an 8 hour shift and not less than 30 minutes on a 12 hour shift must be provided. The time must be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift where it is reasonably practicable to do so.

17.7 Enterprise Flexibility Arrangements - Ordinary Hours of Work

17.7.1 Despite any other provision of this award, but subject to this subclause, an employer and his/her employees may arrange ordinary working hours to exceed 10 but not to exceed 12 on any day. Such arrangements may be made:

- (a) by the employees employed at a specified site or sites, with the written agreement of all affected employees, or
- (b) by the employees of a specified employer/company, with the agreement by secret ballot of a majority of the employees of that employer/company to be affected by the arrangement.

17.7.2 If the employer seeks to reach an hours agreement permitted by 17.7.1 and the union has members employed at the particular workplace or employed by the particular company (as the case may be), the employer must inform the Union of its intention (no later than five days before the employer proposes to commence such an arrangement) and provide the union with an opportunity to take part in negotiations relating to the proposed arrangement.

17.7.3 Arrangements made pursuant to 17.7.1 are subject to:

- proper health monitoring procedures being introduced;
- suitable roster arrangements being made; and
- proper supervision being provided.

17.7.4 Arrangements made pursuant to this subclause will continue in force unless rescinded by either party to the arrangement by the giving of seven days notice. However, the arrangements may be varied at any time by the consent of the parties.

17.7.5 Documentation of hours arrangements: Arrangements made pursuant to paragraph 17.7.1 of this subclause shall be committed to writing in the form set out:

- 17.7.5.1 in the case of specific site/s arrangements pursuant to subparagraph 17.7.1(a), in the form set out in Appendix A to this Award, or
- 17.7.5.2 in the case of specific employer/company arrangements pursuant to subparagraph 17.7.1(b), in the form set out in Appendix C to this Award.

17.8 Despite anything to the contrary in this award, the following time is ordinary working time for the purposes of this clause and must be paid for as such:

17.8.1 Time allowed as crib time under 17.6;

17.8.2 Time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer's premises).

17.8.3 Time spent attending a court on the employer's or employer's client's behalf in connection with any matter arising out of or in connection with the employee's duties.

17.8.4 Where an employee is required to use their own vehicle in the course of their employment and, at the request of the employer, is requested to fit the vehicle with any additional equipment or identifying markings, any time spent by the employee in the initial installation of equipment in their vehicle must be counted as time worked. Such installation takes place during ordinary business hours. Any further installation or replacement of equipment required by the employer to be done must similarly be counted as time worked. Where fitting of equipment or markings is required as a result of an employee changing vehicles, then such installation will only be counted as time worked if three years' service has elapsed since the initial installation.

17.8.5 Time spent at the direction of the employer attending initial firearms training or firearms refresher training courses.

17.9 19 Day Month Arrangements

The following provisions apply where employees work their hours in accordance with 17.1.1(c) on the basis that they agree they will accrue 0.4 hours of 19 eight hour shifts towards a paid rostered day off during each cycle of twenty-eight consecutive days:

17.9.1 Paid rostered days off may be accumulated so as to allow up to five consecutive days to be taken off in each consecutive period of up to 20 weeks or such accumulation may be extended up to a maximum of 10 consecutive day;

17.9.2 An employee is entitled to no more than 12 such paid rostered days off in any 12 months of employment;

17.9.3 The option of implementing either a 19 day month or accrual of up to five days in 20 weeks or accrual of a maximum of 10 days is at the employer's discretion.

17.10 9 ½ Day Fortnight Arrangements

Where employees work their hours in accordance with 17.1.1(a) on the basis that they agree they will be rostered off for a paid period of four hours (a half day) on one day as part of a roster cycle of 76 hours of work in 14 consecutive days, an employee is entitled to no more than 24 paid half days in any 12 months of consecutive employment.

17.11 21 Day Work Cycles

Where employees work their hours in accordance with 17.1.1(b) on the basis that they agree they will work a roster cycle of 114 hours in 21 consecutive days so as to allow one complete shift to be taken as a paid rostered day off during each such roster cycle, an employee is entitled to no more than 17 such paid rostered days off in any 12 months of consecutive employment.

17.12 General Provisions

The following provisions apply to employees and employers making agreement referred to in 17.9, 17.10 and 17.11:

17.12.1 Such agreement must be recorded in writing, and must be recorded in the time and wages records kept in accordance with clause 16.7. Where the employee is a member of the union and so requests, the union must be given an opportunity to represent the employee before an agreement is reached;

- 17.12.2 Each day or shift of paid leave taken (including paid rostered days off but excluding annual leave and long service leave) during any roster cycle must be regarded as a day or shift worked for accrual purposes.
- 17.12.3 Despite any other provision of this clause, on termination of employment an employee must be paid the value of any credits accrued from each day or shift worked in the roster cycle towards the taking of paid rostered days off duty and such payment must be made at the rate of pay applicable on termination of employment

18. Broken Ordinary Time Shifts

Employees other than casual employees may be required to work ordinary time shifts which include an unpaid break period. Provided that:

- 18.1 the second part of the broken shift ends no more than 14 hours after the start of the first part, and
- 18.2 the break is not less than 4 hours nor more than 6 hours, and
- 18.3 the employee is paid a Fares Allowance as provided under Clause 12 - Allowances, and
- 18.4 the total period of paid time worked during a broken shift is not less than 4 hours nor more than 8 hours, and
- 18.5 the whole period of any broken time shift (the first part plus the unpaid break plus the second part) is counted as a single shift for the purposes of the roster cycles and required breaks prescribed under Clause 17 - Ordinary Time Hours of Work and Clause 18 - Broken Ordinary Time Shifts.

19. Paid Rostered Days Off Duty

19.1 Rostering of Paid RDO's

19.1.1 The employer and the employee should agree on the scheduling of an employee's paid rostered days off duty. Where agreement cannot be reached, the employer will determine the scheduling. An employee may accumulate up to ten paid rostered days off. The employer may schedule accumulated days off to suit the needs of the employer's business. However, the employer must give the employee at least four weeks notice of the days on which accumulated days off will be taken.

19.1.2 Except as provided by 19.1.3, an employee must be advised by the employer at least four weeks in advance of the weekday which is to be the paid rostered day off duty.

19.1.3 The employer with the agreement of the majority of employees affected may substitute the day an employee is to be rostered off duty (as a paid rostered day off) for another day in the case of an emergency or to meet the requirements of a particular establishment.

19.1.4 An individual employee with the agreement of the employer may substitute the day such employee is rostered off duty (as a paid rostered day off) for another day.

19.2 Paid Rostered Day Off Falling on a Public Holiday

In the event of an employee's paid rostered day off falling on a Public Holiday, the employee and the employer should agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day will be determined by the employer.

19.3 Work On Paid Rostered Day Off Duty

Subject to 19.1, any employee required to work on their paid rostered day off must be paid in accordance with the provisions of Clause 22 - Overtime, but only where it is not possible to substitute another day for the rostered day off so worked.

19.4 Sick Leave and Paid Rostered Days Off

Employees are not eligible for sick leave in respect of absences on paid rostered days off as such absences are outside their ordinary hours of duty.

19.5 Annual Leave and Paid Rostered Days Off

There is no entitlement to a paid rostered day off during a period of annual leave as such days do not count as time worked for accrual purposes.

20. Rosters and Transfer of Employees

20.1 Notice

Employees (other than Relieving Officers and casual employees) must work their normal hours of work in accordance with a roster for which advance notice has been given. A Relieving Officer or casual employee may also, at the employer's discretion, work their normal hours of work in accordance with a roster for which advance notice has been given.

20.2 Display

The employer must, by legible notice displayed at a place accessible to the employees, notify employees who work their normal hours in accordance with a roster, of the commencing and ceasing times of their rostered hours of work. Such times, once notified, may not be changed without the payment of overtime, or by seven days' notice given in accordance with this subclause. However, by agreement between the employer and the employee less than seven days' notice may be substituted.

20.3 Transfer of an Employee in Response to A Client's Demand

Where the employer transfers an employee in response to the clients demand and that transfer results in a loss of income for the employee, the employee must have their income at the site from which the employee was transferred maintained for the period remaining in the roster cycle.

21. Span Loadings - Ordinary Time Work

21.1 The following additional loadings must be applied to the appropriate ordinary time rate in regard to any portion of an ordinary time shift which falls within the spans as defined in Clause 7 - Definitions, whether or not the ordinary time shift starts before and/or ends after the defined span.

21.2 The span loading applies only to that part of the shift which is within the defined span, and does not apply to the part of the shift (if any) which falls outside the defined span.

21.3 The loadings to be applied are:

Span	Loading
Night Span (Normal)	21.7%
Night Span (Permanent Night Work)	30.0%
Saturday Span	50.0%
Sunday Span	100.0%
Public Holiday Span	150.0%

21.4 Span loadings must be paid for as worked. For example:

21.4.1 if an employee commences work at 1800 on Sunday and works through to 0600 on Monday then that employee is entitled to the Sunday Span loading (100.0%) for the first 6 hours of the shift and the appropriate Night Span loading (either 21.7% or 30.0%) for the remaining 6 hours.

21.4.2 if an employee commences work at 1700 on Monday and works through to 0100 on Tuesday then that employee is entitled to the appropriate Night Span loading (either 21.7% or 30.0%) for the 7 hours from 1800 to 0100, but not to any loading for the first hour worked.

21.5 The loadings prescribed in this clause apply in respect of ordinary hours of work only and apply to all employees including casual employees.

22. Overtime

22.1 Loading for Overtime

Subject to the provisions of 22.2, employees who are required to work overtime in addition to their ordinary time hours of work (as defined) must, in addition to the ordinary time rate provided for the employee's classification under Table 1 of Part B, be paid a loading equal to:

22.1.1 for overtime work performed during a weekday (as defined) or Saturday span (as defined), but excluding overtime work performed during a Public Holiday span (as defined), 50% of the ordinary time rate for the first two hours of overtime worked and 100% thereafter;

22.1.2 for all overtime work performed during a Sunday span (as defined), 100% of the ordinary time rate;

22.1.3 for all overtime work performed during a Public Holiday span (as defined), 150% of the ordinary time rate.

22.2 Appendix B - Agreements Voluntary Overtime

In lieu of the loading provided under 22.1, an employee may elect to work additional hours under an Appendix B agreement, subject to the following conditions:

22.2.1 Any such agreement must be committed to writing in the form set out in this award. Such agreement must have the written consent of the employer and the employee.

22.2.2 For all work performed under an Appendix B agreement the employee concerned must be paid at the rate of 150% of the rate of pay applicable for ordinary time worked on that day between the hours of 0600-1800.

22.2.3 No employee may work more than a total of 14 hours in any one day, including both overtime and ordinary time.

22.3 Calculation of Overtime Payments

In computing overtime payments, each day's work stands alone. The hourly rate is determined by dividing the appropriate weekly rate by 38, even in cases where an employee works more or less than 38 ordinary hours in a week.

22.4 Minimum Break

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least eight hours off duty between those times, must, subject to this subclause, be released after completion of such overtime until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such period off duty the employee must be paid at double ordinary time until released from duty for such period and such employee is then entitled to be absent until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence.

22.5 Non-Attendance of Other Employees

Where an employee does not attend for rostered duty with the required notice the employee on shift must agree to work up to 4 hours overtime to allow the employer to arrange for suitable relief subject to a maximum of 14 hours total time being worked in any one shift.

22.6

- (a) Subject to paragraph (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carers responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

23. Call Back

23.1 An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) must be paid a minimum number of hours as specified below:

23.1.1 where such attendance is required at the employer's premises for the purposes of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation Forms, Accident Reports, or Break/Entry Reports, the employee must be paid a minimum payment of two hours at the appropriate rate for each such attendance;

23.1.2 except as provided in 23.1.1, where such attendance is required at the employer's premises on a Monday through Saturday, the employee must be paid a minimum payment of three hours at the appropriate rate for each such attendance;

23.1.3 where any such attendance is required at the employer's premises on a Sunday the employee must be paid a minimum payment of four hours at the appropriate rate for each such attendance.

23.2 This clause does not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

24. Public Holidays

24.1 Specified Public Holidays

The days on which the following holidays are observed will be observed as public holidays under this award, namely:

New Year's Day
Australia Day
Good Friday
Easter Saturday

Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day and

any day which may hereafter be proclaimed a public holiday throughout the State; and

24.1.1 the first Monday in August of each year or such other day as is determined annually by mutual consent between the an employer and an employee; or

24.1.2 where a day, other than the first Monday in August each year, is observed by the general body of employees in any establishment then such day may be substituted for the first Monday in August as a holiday for any employees in that establishment entitled to such day or additional day as a holiday under this award.

24.2 Permanent Employees - Entitlement to Public Holidays

Permanent employees are entitled to the above holidays without loss of pay. However, a five-day shift worker (as defined) is only entitled to holidays that occur on Monday to Friday inclusive. An employer must not alter an employee's roster for the specific purpose of avoiding the entitlement which is provided under this subclause.

24.3 Holidays Falling on a Day on which a Seven-Day Shift Worker is not Rostered to Work

24.3.1 Where a holiday occurs on the rostered day off of a seven-day shift worker (as defined), other than a rostered day given pursuant to the provisions of 17.9 and Clause 19 - Paid Rostered Days Off Duty, then if such employee is not required to work on that day the employer must pay the employee 8 hours' ordinary pay in respect of such day.

24.3.2 However, the employer may, in lieu of the payment of eight hours' ordinary pay prescribed in this subclause, add a day to the annual leave entitlement of the employee concerned. Any day or days added to an employee's entitlement to annual leave in accordance with this subclause must be the working day or working days immediately following the annual leave period to which the employee is entitled to under Clause 25 - Annual Leave.

24.3.3 Where the employment of a seven-day shift worker has been terminated and the employee thereby becomes entitled under Section 4 of the Annual Holidays Act 1944 (New South Wales), to payment in lieu of an annual holiday, with respect to a period of employment, the employee is entitled also to an additional payment for each day accrued under this subclause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with the provisions of this subclause.

24.4 Payment Where Employees Required to Work on a Public Holiday

Permanent and casual employees who are required to work ordinary time or overtime during the 24 hour period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday (whether or not that work commences before or ends after the specified span period) must be paid for all hours worked during the specified span at the rate of 150% in addition to the ordinary time rate provided for the employee's classification under Table 1 of Part B. This payment is to be in lieu of any payment which would have otherwise been required for those hours under the provisions of 24.2 or 24.3.

24.5 Unauthorised Absence before or after a Public Holiday.

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee is not entitled to the payment for such holiday as is provided under 24.2.

25. Annual Leave

25.1 All employees are entitled to annual leave in accordance with the *Annual Holidays Act 1944* (NSW).

25.2 Additional Leave for Seven-Day Shift Workers

In addition to an annual holiday of four weeks provided by section 3 of the *Annual Holidays Act, 1944* (New South Wales), a seven-day shift worker at the end of each year of employment is entitled to the additional leave as prescribed below:

25.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.

25.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.

25.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the *Annual Holidays Act, 1944* (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.

25.3 Payment for Annual Leave

All employees must receive payment for annual leave periods calculated at which ever is the greater of:

25.3.1 The ordinary time rate provided for the employee's classification under Table 1 of Part B, together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively, plus a loading of 17.5%, or

25.3.2 The ordinary time rate increased by any night span and/or permanent night span rates and/or weekend span rates which would have been payable for ordinary time the employee would have worked if the employee had not been on annual leave (but not including any public holiday span rate payable in respect of a public holiday occurring during the annual leave which is a public holiday on which the employee would have worked an ordinary shift) together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively. An employee's roster must not be altered merely for the purpose of avoiding any benefit available to the employee under this provision.

25.3.3 Despite any other provision in this clause, no loading is payable to an employee who takes an annual holiday wholly or partly in advance. However, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with 25.3.1 or 25.3.2, applying the award rates of wages payable on that day. This provision applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.

25.4 Payment In Lieu of Annual Leave on Termination of Employment

Where the employment of a permanent employee is terminated for any reason by either party and at the time of such termination the employee has not been given and has not taken the whole of any annual leave to which the employee has become entitled (employees only become entitled to annual leave for each completed year of service), then the employee must be paid for all such untaken annual leave at the

rate provided under 25.3. For an incomplete year of service employees are entitled to a payment of 1/12 of their ordinary earnings for that incomplete year of service, in lieu of annual leave.

25.5 Annual Leave Loading

An annual leave loading is incorporated into the provisions of 25.3 and 25.4, and no additional amount is payable in respect of Annual Leave Loading.

26. Long Service Leave

Employees employed under the provisions of this award are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (New South Wales).

27. Personal Leave

The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees.

27.1 Amount of Paid Personal Leave

27.1.1 Paid personal leave is available to an employee when he or she is absent due to:

personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

because of bereavement on the death of an immediate family or household member (bereavement leave).

27.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length Of Time Worked For The Employer	Personal Leave (Hours)
less than 2 months	15.2
after 2 months to less than 4 months	22.8
after 4 months to less than 6 months	30.4
after 6 months to less than 8 months	38.0
after 8 months to less than 10 months	45.6
after 10 months	53.2
Each year thereafter	91.2

27.1.3 After the first year of service, in any year unused personal leave accrues by the lesser of:

(a) 76 hours less the total amount of sick leave and carer's leave taken during the year.

(b) the balance of the year's unused personal leave.

27.1.4 Payment for personal leave must be made at the ordinary time rate provided for the employee's classification under Table 1 of Part B.

27.2 Immediate Family or Household

27.2.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

a member of the employee's immediate family; or

a member of the employee's household.

27.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

27.3 Sick Leave

27.3.1 Definition

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

27.3.2 Entitlement

- (a) The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the employer and accrues as follows:

Length Of Time Worked For The Employer	Rate Of Accrual Of Paid Sick Leave (Hours)
Less than 2 months	0
2 month to less than 4 months	7.6
4 months to less than 6 months	15.2
6 months to less than 8 months	22.8
8 months to less than 10 months	30.4
after 10 months	38
In the second and each subsequent year	76

- (b) Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

27.3.3 Employee must give notice

- (a) Before taking sick leave, an employee must inform the employer as soon as possible and in any event, prior to the start of shift, unless he or she has a good reason for not doing so.
- (b) The notice must include:
 - the nature of the injury or illness (if known); and
 - how long the employee expects to be away from work.
- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
- (d) Where an employee does not notify the employer of the employee's inability to attend for duty prior to the start of shift the employee is not entitled to payment for the first eight hours of such absence. However, in cases of accident or incapacity to notify, to receive payment for the absence the employee must provide reasonable proof that he/she was unable to attend for duty on account of incapacity or illness. An employee's entitlement to sick leave (see 27.3.2) must not be reduced as a consequence of the operation of this subclause.

27.3.4 Evidence supporting claim

- (a) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

- (b) The employer is not required to accept more than two statutory declarations for single day absences in any one year. Where a single day absence occurs before or after a public holiday or rostered day off the employee must supply a medical certificate.

27.3.5 The effect of workers' compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

27.3.6 Despite anything contained in 27.1, a permanent employee suffering injury through an accident arising out of and in the course of such employee's employment (not being an injury in respect of which there is entitlement to Workers' Compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, may not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and must be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance. For the purpose of this clause, expenses include fares.

27.4 Bereavement Leave

27.4.1 Paid leave entitlement

An employee other than a casual is entitled to use up to 15.2 hours personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household dies within Australia. Where such death occurs outside Australia, the employee is entitled to use up to 7.6 hours personal leave as bereavement leave, provided that the entitlement will extend to 15.2 hours if the employee travels overseas to attend the funeral.

27.4.2 Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 15.2 hours unpaid leave.

27.4.3 Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

27.5 Carer's Leave

27.5.1 Paid leave entitlement

An employee other than a casual is entitled to use up to 40 hours personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

27.5.2 Notice required

- (a) Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- (b) The notice must include:
 - the name of the person requiring care and support and his or her relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

27.5.3 Evidence supporting claim

The employee must, if required by the employer, 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.

27.5.4 Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer.

28. Parental Leave

An employee shall be entitled to Parental Leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

29. Jury Service

29.1 Entitlement

An employee must be allowed leave of absence during any period when required to attend for jury service. Such leave will be limited to a maximum of two weeks in any period of jury service.

29.2 Payment

During such leave of absence, an employee must be paid the difference between the jury service fees received and the normal rate of pay as if working.

29.3 Proof of Attendance

An employee must produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and must give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

30. Attendance at Repatriation Centres

Permanent employees who are ex-service personnel must be allowed, as time worked, lost time incurred whilst attending Repatriation Centres for medical examination and/or treatment, provided that:

30.1 Such lost time does not exceed four hours on each occasion and a maximum of 20 hours per annum;

30.2 The employee produces evidence satisfactory to the employer that there is a requirement to and subsequent attendance at a Repatriation Centre.

30.3 The employer may deduct from such lost time any payments the employee is entitled to receive for lost time from the Department of Veterans Affairs in respect of any such attendance.

31. Introduction of Change

31.1 Employer's Duty to Notify

31.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their Union.

31.1.2 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 provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

31.2 Employer's Duty to Discuss Change

31.2.1 The employer shall discuss with the employees affected and their Union, inter alia, the introduction of the changes referred to in subclause 31.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

31.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 31.1 hereof.

31.2.3 For the purposes of such discussion, the employer shall provide in writing 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 shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

32. Redundancy

32.1 Discussions Before Terminations

32.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing 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 shall hold discussions with the employees directly affected and with their Union.

32.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 32.1.1 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

32.1.3 For the purposes of the discussion the employer shall, 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 termination are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

32.2 Transfer to Lower Paid Duties

Where an employee is transferred to Lower paid duties for reasons set out in paragraph 32.1.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if his or her 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.

32.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 9, Termination of Employment, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 32.1.1, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
1 year or less	Nil
Over 1 year and up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years	8 weeks' pay

Week's Pay means the ordinary time rate of pay for the employee concerned.

Provided that severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

32.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 32.1.1 may terminate his or her employment during the period of notice and, if so, shall 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 shall not be entitled to payment in lieu of notice.

32.5 Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

32.6 Time Off During Notice Period

32.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 32.1.1 an employee shall 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.

32.6.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

32.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 32.1.1, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

32.8 Superannuation Benefits

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under subclause 32.3, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only. If this superannuation benefit is greater than the amount due under subclause 32.3 then the employee shall receive no payment under that clause.

32.9 Transmission of Business:

32.9.1 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:

32.9.1.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission, and

32.9.1.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

32.9.2 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.

32.10 Mechanisation And Technological Changes

32.10.1 Notwithstanding any other provisions of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding 12 months, such employee shall be given three months' notice of the termination of employment; provided that, if the employer fails to give such notice in full:

32.10.1.1 the employee shall be paid at the rate specified for the employee's ordinary classification in clause 11, Wages, for a period equal to the difference between three months and the period of the notice given, and

32.10.1.2 the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer to summarily dismiss an employee shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

32.10.2 When an employer gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within 14 days thereafter the employer shall give notification in writing to the Industrial Registrar, the New South Wales Government Director of Vocational Guidance, the New South Wales Government Director of Technical and Further Education and the New South Wales Branch Secretary of Australian Liquor, Hospitality and Miscellaneous Workers Union, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

32.11 Employees With Less Than One Year's Service

This clause shall 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 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.

32.12 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justified 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 for a period of less than 12 months.

32.13 Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

32.14 Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

33. Enterprise Flexibility Provisions

See Principle 11 of the Wage Fixing Principles established in the Commission's State Wage Case decision 2004, as varied from time to time.

34. Deduction of Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall 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;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall 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 shall 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.
- (iii) Monies so deducted from employees' pay shall 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 subscription to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) 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.
- (v) The Union shall 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 shall be in the

form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.

- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who 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 shall 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."
- (viii)
- (a) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 19 February 2004;
- (b) In the case of employers who do not fall within sub-paragraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 19 May 2004;
- (c) For all other employers, from the beginning of the first pay period to commence on or after 19 August 2004.

PART B

MONETARY RATES

Table 1 - Rates of Pay Per 38-Hour Week

Classification	Previous Rate per week \$ SWC 2014	New rate per week \$ SWC 2015
Grade 1	739.90	758.40
Grade 2	762.40	781.50
Grade 3	776.10	795.50
Grade 4	790.10	809.90
Grade 5	817.20	837.60

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Rate per Week from the first pay period to commence on or after 16 December 2015 \$	Rate per Shift from the first pay period to commence on or after 16 December 2015 \$
	12.1	<u>Leading Hand Allowance</u>		<u>Casuals only</u>
1		up to 5 employees	33.50	6.80
2		6 to 10 employees	38.00	8.60
3		11 to 15 employees	49.70	9.90
4		16 to 20 employees	57.30	11.50
5		Over 20 employees	57.30	11.50
6		for each employee exceeding 20,extra	0.84	0.21

7	12.2	Relieving Officer	33.30	
	12.3	First Aid Allowance		Casuals only
8		Industrial	18.90	3.80
9	12.4	Gun Allowance	13.00	2.70
10	12.5	Locomotion Allowance		All employees
11		Motor Vehicle/cycle		31.00
12		Bicycle		3.30
13	12.6	Meal Allowance		9.80
14	12.7	Fares Allowance		8.50
15	12.8	Overnight Meal Allowance		80.60
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.9	Aviation Allowance	1.36	1.36

APPENDIX A

ORDINARY TIME HOURS OF WORK - SPECIFIED SITE OR SITES

1. This document, which records an agreement reached pursuant to 17.7.1(a), must be signed by all affected employees within one month of the arrangement being implemented. An employee who is a union member is entitled to forward a copy of the signed agreement to the Union Office.
2. The following arrangement is made pursuant to 17.7.1(a) of the Security Industry (State) Award, in regard to the following site(s):

Location(s) of Site(s)
3. It is agreed between the parties that the following arrangement for extended daily ordinary hours for the above location(s) is as follows (see also attached roster(s)):
4. This agreement will take effect from the beginning of the first full pay period to commence on or after.....and will remain in force for a period of.....
5. Signed on behalf of (COMPANY NAME)

(Date)
6. Signed by (employees):

(All affected employees to sign as acknowledging that they agree to this arrangement)
7. Where the union is represented in negotiations relating to this agreement, the agreement is to be signed on behalf of the Union:

(Union Secretary) (Date)

APPENDIX D

NATIONAL TRAINING WAGE PROVISIONS

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Special Arrangements
9.	Additionally and Licensing
10.	Monitoring of Agreement

2. Application

- 2.1 Subject to 2.1.1.2, this appendix applies to persons:
- 2.1.1 who are undertaking a Traineeship (as defined); and
- 2.1.1.1 who are employed by an employer bound by this Appendix.
- 2.1.1.2 Despite the foregoing, this appendix does not apply to employees who were employed by an employer bound by this appendix prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the union.
- 2.2 This appendix does not apply to the apprenticeship system.
- 2.3 At the conclusion of the traineeship, this appendix ceases to apply to the employment of the trainee and the award will then apply to the former trainee.

3. Objective

The objective of this Appendix is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees be displaced from employment by Trainees. Nothing in this award replaces the prescription of training requirements in the award.

4. Definitions

- 4.1 "Approved Training" means training undertaken (both on or off-the-job) in a Traineeship and will involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the State Training Authority. The training will be accredited and lead to qualifications as set out in 5.7.
- 4.2 "Relevant Award" means the Security Industry (State) Award that applies to a Trainee, or that would have applied, but for the operation of this Appendix.
- 4.3 "Relevant Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union.

- 4.4 "Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this Appendix.
- 4.5 "Traineeship" means a system of training which has been approved by the State Training Authority or which meets the requirements of a National Training Package developed by the Property Services Industry Training Advisory Board and endorsed by the National Training Framework Committee and which leads to an Australian Qualifications Framework qualification specified by that National Training Package at Levels 2 and 3.
- 4.6 "Traineeship Agreement" means an agreement made subject to the terms of this Appendix between an Employer and the Trainee for a Traineeship and which is registered with the State Training Authority or under the provisions of the State legislation. A Traineeship Agreement must be made in accordance with the relevant approved Traineeship Scheme and must not operate unless this condition is met.
- 4.7 "Traineeship Scheme" means an accredited training program consistent with the National Training Package applicable to security industry employees. A Traineeship Scheme will not be given approval unless consultation and negotiation with the relevant Union upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme must identify the relevant Union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred. A Traineeship Scheme must include a standard format, which may be used for a Traineeship Agreement.
- 4.8 "Parties to a Traineeship Scheme" means the employer and the relevant Union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.
- 4.9 "Appropriate State legislation" means the *Vocational Education and Training Act 2005* (NSW)
- 4.10 "State Training Authority" means the NSW Department of Education and Training or its successor.
- 4.11 "Training program" means an accredited training program, which must provide for training and training related employment for a minimum of six months in the case of full-time trainees and up to a maximum twelve months in the case of part-time trainees. However, the traineeship program may be extended by agreement where an individual's assessment indicates a longer period is necessary to achieve the qualification sought.

5. Training Conditions

- 5.1 A traineeship must not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the state training authority, provided that if the traineeship agreement is not in a standard format a traineeship must not commence until the traineeship agreement has been registered with the state training authority. The employer must ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and must ensure that the trainee receives the appropriate on-the-job training.
- 5.2 The trainee must attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the state training authority.
- 5.3 A substantial proportion of the traineeship program will be delivered through on-the-job training and instruction. Such training must:
- 5.3.1 be specified in the training program;
- 5.3.2 where possible, be incorporated in the normal duties of a trainee; and
- 5.3.3 must be paid in accordance with clause 8 of this appendix.
- 5.4 In addition to the on-the-job training component, a trainee will be expected to attend some off-the-job training. This will be to a maximum of 20% of an individual's total time spent in the traineeship.

- 5.5 The employer must roster work in such a way as to take account of an individual's off-the-job training commitments including any requirement for an individual to attend off-the-job training.
- 5.6 During the traineeship period, the employer must provide a level of supervision in accordance with the traineeship agreement and clause 10 of this appendix.
- 5.7 Training must be directed to:
- 5.7.1 the achievement of entry level competencies required for security industry, including key competencies, at AQF Level 2
- 5.7.2 the achievement of an accredited Certificate at AQF Level 3 or above that is awarded on the basis of achieving the competencies specified by the Traineeship.
- 5.7.3 The employer must submit all training agreements to the traineeship monitoring committee at Suite 2B, 187 Thomas Street, Haymarket NSW 2000, established in clause 11 of this agreement, within 28 days of lodging the traineeship agreement with the relevant new apprenticeship centre. The committee must keep the terms of the traineeship agreement private and confidential.

6. Employment Conditions

- 6.1 A trainee will be engaged as a full-time or a part-time employee for a maximum of one year's duration. However, a trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the state training authority, the relevant employer and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.
- 6.2 Termination of employment during traineeship
- 6.2.1 The employer must not terminate the employment of a Trainee without firstly having provided in writing notice of termination to the Trainee concerned in accordance with the Traineeship Agreement and subsequently to the State Training Authority. The written notice to be provided to the relevant State Training Authority must be provided within 5 working days of the termination.
- 6.2.2 No existing employee can be terminated in any manner other than pursuant to this award under which they are employed at the time of commencement of the Traineeship.
- 6.2.3 An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship must notify, in writing, the state training authority of their decision.
- 6.3 The trainee must be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.
- 6.4 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period must be counted as service for the purposes of the award or any other legislative entitlements.
- 6.5 The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
- 6.6 No trainee may work overtime or shiftwork on his or her own unless consistent with the provisions of the award.
- 6.7 No trainee may work shiftwork unless the parties to a traineeship scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork trainees.

- 6.8 All other terms and conditions of the award that are applicable to the trainee or would be applicable to the trainee but for this appendix apply unless specifically varied by this appendix.
- 6.9 A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the traineeship will not be entitled to any severance payments payable pursuant to termination, redundancy provisions or similar provisions.
- 6.10 The training provider will develop and support the training program in accordance with the requirements of the AQF accreditation and the State Training Authority requirements for the delivery of the approved traineeship.
- 6.11 Existing employees who undertake a traineeship under this award must have no change in their employment status or entitlements under the agreement as a consequence of undertaking such traineeship.

7. Wages

- 7.1 The weekly wages payable to trainees are as provided in this clause.
- 7.2 A trainee's weekly wage rate is the relevant weekly wage rates which would otherwise have applied under this award or proportionately for part-time employees provided that off-the-job training will be unpaid.

8. Special Arrangements

Subject to the foregoing, the NSW Industrial Relations Commission may be requested to determine the appropriate wage rates and/or conditions of employment for any Traineeship not regarded by the parties or any of them as appropriately covered by this Appendix.

9. Additionally and Licensing

- 9.1 Trainees will not be required to perform any duties which will conflict with licensing requirements, e.g. they will not carry firearms until licensed.
- 9.2 Trainees will receive the same level of supervision as is received by new employees engaged under probation, Such supervision must continue for a period of at least three months.
- 9.3 For the first month of the level 2 traineeship, a trainee security officer must be rostered with at least one other guard on shift at the same site who is accessible to the trainee.

10. Monitoring of Agreement

- 10.1 The parties to this appendix agree to the establishment of an industry committee to monitor the impact of the traineeship across the industry.
- 10.2 Such committee will be known as the traineeship monitoring committee and will meet 4 times a year.

10.3 The committee will comprise:

10.3.1 One representative from ASIAL

10.3.2 One representative from ALHMWU

10.3.3 One representative from the Property Services Training Co.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(1914)

SERIAL C8432

SERVICE NSW (EMPLOYMENT) INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 767 of 2015)

Before Commissioner Stanton

28 October 2015

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Service NSW (Employment) Interim Award published 16 August 2013 (375 I.G. 642) as varied, be rescinded on and from 28 October 2015.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 589 of 2015)

Before Commissioner Stanton

27 October 2015

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Engagement, Payment and Termination
4.	Part-time Employees
5.	Casual Employees - All Shops
5A.	Secure Employment
6.	Meal Allowances
7.	Flexibility of Work
8.	Commitment to Training and Careers
9.	Mixed Enterprise
10.	Hours
11.	Shift Work (Night Fill) - General Shops
12.	Special Provisions for Substituted Late Shopping Night (General Shops)
13.	Savings Clause
14.	Weekend and Late Night Penalty Rates and Loadings
15.	Overtime
16.	Meal Times and Rest Pauses
17.	Holidays
18.	Sick Leave
19.	Blood Donor Leave
20.	Bereavement Leave
21.	Personal/Carer's Leave
21A.	Parental Leave
22.	Jury Service
23.	Annual Holiday Loading
24.	Travelling Time, Expenses, Allowances, etc.
25.	Uniforms, Protective Clothing
26.	Facilities
27.	Renovations in Retail Shops
28.	Notations
29.	Exemptions
30.	Cleaning Duties
31.	Dispute Settlement Procedures
31A.	Deduction of Union Membership Fees
32.	Anti-Discrimination
33.	Redundancy

- 34. Supported Wage System for Workers with Disabilities
- 35. Allowances and/or Additional Rates
- 36. Agricultural, Pastoral or Horticultural Societies' Shows, etc.
- 37. Area, Incidence and Duration
- 38. Wages

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

2. Definitions

- (i) "General Shops" means and includes all shops other than special shops, and confection shops as defined in this award.
- (ii) "Special Shops" means and includes audio shops, book shops, video shops, cake and pastry shops, cooked provisions shops, take-away food shops, fish shops, flower shops, garden plant shops, hairdressers' shop, newsagencies, pet shops, souvenir and gift shops, tobacconists' shops (each as defined in Schedule 1 to the Shops and Industries Regulation 2007 to the *Shops and Industries Act 1962*), small shops (as defined in Section 78B of the *Shops and Industries Act 1962*) and retail liquor shops.
- (iii) "Confection Shops" means and includes confectioners' shops, refreshment shops and fruit and vegetable shops as defined in Schedule 1 of the Shops and Industries Regulation 2007 to the *Shops and Industries Act 1962*,
- (iv) "Light Refreshments" means and includes a beverage, hot or cold, served with biscuits, cakes, pastry, sandwiches, meat pies or the like.
- (v) "Shop" - See Section 78 of the *Shops and Industries Act 1962*.
- (vi) "Ticket Writer" means employees engaged in forming or designing letters or figures on paper or cardboard having an area not exceeding 7741.92 square centimetres or on pulp board, beaver board and other similar board having dimensions not exceeding 508 millimetres by 762 millimetres or designing or lettering price tickets on any medium having dimensions not exceeding 508 millimetres by 762 millimetres, provided that the paper board and tickets are for the employer's own use and not for sale.
- (vii) "Salesperson Outdoor" shall mean an employee employed to solicit retail sales or in the hire of goods by retail, away from the employer's place of business.
- (viii) "Section Head" means an employee appointed as such in a section of a shop where there are four or more employees.
- (ix) "Qualified First-aid Attendant" shall mean an employee who is a qualified first-aid attendant and is employed to carry out the duties of a first-aid attendant.
- (x) "Qualified Automotive Parts and Accessories Salesperson" shall mean an employee who has passed an appropriate course of technical training.
- (xi) "Retail Merchandiser" local and country shall mean a person who is employed to stack shelves in a shop and/or carry out such other duties normally associated with the work of a shop assistant, excluding persons employed by a bread manufacturer and, except in an emergency, the preparation of gondola ends and display units where defined in the Commercial Travellers, &c. (State) Award published 9 November 2001 (329 I.G. 329) This classification shall not apply to any persons employed by a retail employer in a shop.

- (xii) "Improver Waiter/Waitress" shall mean a waitress in a confection shop under 21 years of age with not more than six months experience.
- (xiii) "Rostered Day Off" means the day off arising from the working of ordinary hours in a 19-day four-week cycle.
- (xiv) "Long Day" means a day on which ordinary hours exceed nine hours but shall not exceed 11 hours.
- (xv) "Trolley Collector" means an employee who is engaged by a retail store, wholesaler or contractor, and who is responsible for the collection of shopping trolleys and the loading onto a trailer for transporting to designated storage areas, and the unloading of the trolleys at those areas.
- (xvi) "Union" means the Shop, Distributive and Allied Employees' Association, New South Wales and/or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern New South Wales.

3. Engagement, Payment and Termination

- (i) Engagement - An employee may be employed as a weekly, part-time or a casual employee. Provided that no later than three months after the coming into force of this award, in a general shop employing 13 or more employees (employee as defined in paragraph (ix) of subclause (II), General Shops - Rosters for Five-day Week, of clause 10, Hours) the total number of hours worked by casual employees shall not exceed 25 per cent of the total hours worked in that shop. Hours worked by shift work (night fill) employees shall not be included in this calculation. Provided that the 25 per cent limitation on casual hours in general shops shall not apply to: tourist resort areas during the tourist extended trading hours, Christmas and Easter, and provided further that any shop which at the time of the making of the award employs casuals to an extent exceeding 25 per cent of total hours worked in the shop may continue to do so, provided that no additional casuals are employed until the limit of hours of 25 per cent is achieved. The 25 per cent limitation contained in this subclause does not apply to the employment of retail merchandisers as defined.

An employer who is of the opinion that a shop may not operate efficiently within the prescribed limit may seek exemption from this provision by application to the Industrial Relations Commission of New South Wales.

- (ii) Proof of Age - Upon the engagement of an employee, such employee, if required to do so, must furnish to the employer a correct statement in writing of his or her age certified to by statutory declaration or birth certificate. When an employee cannot prove his or her age in the ordinary way, a passport, military or naval discharge or Consular document shall be proof of age.
- (iii) Time and Payment of Wages - All wages shall be paid weekly in addition to any commission, bonus or premium to which the employee is entitled. Such payment shall be made on the same day of each week, which shall not be a Friday, a Saturday or a Sunday except as herein provided for, and shall be made up to and including at least the third day preceding the day of payment; provided that, in a week where an award holiday falls on the day in which wages are usually paid, payment thereof shall be made not later than the working day immediately preceding the award holiday. Other arrangements regarding payment may be made by agreement between the employer and the union.

Notwithstanding the foregoing:

- (1) Overtime shall be paid not later than a week from the second day succeeding the day on which it was earned. Provided that where an employee is paid fortnightly in accordance with paragraph (7) of this subclause, then overtime worked in the second week of a pay period may be paid in the following pay period.
- (2) Where employment is terminated an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other moneys due within seven days of the date of the termination of employment.

- (3) In the event of an employer not paying the said overtime and other moneys due at the time on which he/she has undertaken to pay, then the employer shall reimburse the employee all expenses he/she has incurred in attending to collect the amounts due to him/her.
 - (4) By mutual agreement between the employer and employee, casual employees and part-time employees may elect to be paid on a Friday, Saturday or Sunday.
 - (5) When an employee is required by an employer to wait beyond the ordinary ceasing times of the employee for payment of ordinary wages or, when an employee is terminated, to wait for payment of ordinary wages after the period of the termination for a period of more than 15 minutes, he/she shall be paid ordinary wages for the period during which he/she is so required to wait.
 - (6) Wages may be paid by electronic funds transfer. Provided that where wages are paid by electronic funds transfer, additional costs associated with the introduction and operation of electronic funds transfer shall be paid for by the employer.
 - (7) Wages may be paid fortnightly, provided that the employee is paid no later than the third day of the second week of the pay period.
- (iv) Termination of Employment -
- (a) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.
 - (b) In all other cases employment may be terminated by either party -
 - (1) during the first month of employment by a moment's notice;
 - (2) thereafter, by one week's notice or by the payment or forfeiture of one week's pay.
 - (c) Employment shall not be terminated, except for misconduct, while the employee is legitimately absent from duty on accrued sick leave.
 - (d) Termination Immediately Prior to Holiday - Subject to paragraph (ii) of subclause (A) of clause 17, Holidays, a full-time or part-time employee after more than two weeks' employment whose employment is terminated by the employer on the business day preceding a holiday or holidays, other than for misconduct, shall be paid for such holiday or holidays.
 - (e) Termination Prior to Christmas - Notwithstanding the provisions of paragraph (d) of this subclause, an employee engaged on or after 1 December in any year whose employment finished before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same employer is not entitled to payment for the Christmas holidays.
 - (f) Certificate of Service - An employee who has been employed for not less than one month, on leaving or being discharged shall, upon request, be entitled to a statement in writing containing the date when the employment began and the date of termination. The statement shall be the property of the employee and shall be returned to him/her un-noted by any subsequent employer within seven days of the engagement.

4. Part-Time Employees

- (A) General Shops -
- (a) Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
 - (b) Ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full-time employees but shall not in any case be less than three hours work per day nor less than 12 hours work per week nor more than 30 hours work per week.

Provided further that where an employee's regular rostered work is in excess of 30 hours per week, then such an employee shall be deemed to be a weekly employee and paid as such.

Provided that employees employed prior to the first pay period in August 1988 shall work their ordinary hours, except where such employees agree otherwise, as follows:

- (i) Ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full-time employees but shall not in any case be less than three hours work per day nor less than 16 hours work per week nor more than 30 hours work per week, except as provided in subparagraph (ii) of this paragraph.
- (ii) Provided that where an employee's regular rostered work is in excess of 30 hours per week, then such an employee shall be deemed to be a full-time employee and paid as such.
- (c) Save for the meal times prescribed, all time between the actual commencing time and the actual ceasing time on any one day shall count and shall be paid for as time worked.
- (d) Notwithstanding the provisions of paragraphs (a) to (c) of this subclause, the union and an employer may agree, in writing, to observe other conditions in order to meet special cases.

(B) Special and Confection Shops -

- (a) Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
- (b) Ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full-time employees but shall not, in any case, be less than three hours work per day nor less than nine hours work per week nor more than 30 hours work per week.

Provided that the minimum weekly engagement for all part-time employees employed as at 26 September 1990 shall be 12 hours per week.

Provided further that where an employee's regular rostered work is in excess of 30 hours per week, then such an employee shall be deemed to be a full-time employee and paid as such.

Provided further that employees employed prior to the first pay period in October 1988 shall work their ordinary hours, except where such employees agree otherwise, as follows:

The ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees but shall not, in any case, be less than 20 hours per week.

- (c) Save for the meal times prescribed, all time between the actual commencing time and the actual ceasing time on any one day shall count and shall be paid for as time worked.
- (d) Notwithstanding the provisions of paragraphs (a) to (c) of this subclause, the union and an employer may agree, in writing, to observe other conditions in order to meet special cases.

5. Casual Employees - All Shops

All Shops - Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38, plus 15 per cent, calculated to the nearest half cent with a minimum payment on any one shift of three hours work.

Provided that upon employment, a new casual employee may be engaged for a minimum of two hours for the first two engagements, provided that these engagements shall be for the purpose of training only.

NOTATION: See Saturday penalty rates in clause 14, Weekend and Late Night Penalty Rates and Loadings, as shown in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (a) Theatres, Sportsgrounds, etc. - Night interval employees, other than at continuous picture shows, working only during the interval of picture shows, theatres and like places of amusement, during not more than one hour at any interval, shall be paid at an hourly rate equal to the appropriate casual rate prescribed by this clause plus, for each night worked, the amount shown in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. Provided that employees working only one night per week shall be paid such appropriate casual hourly rate plus, for each night worked, the amount shown in Item 2 of Table 2. 'Night interval' or 'night' shall include Saturday afternoon.
- (b) Employees engaged only in selling goods from trays in picture shows, theatres and like places of amusement, other than continuous picture shows, shall be paid a sum of money per night equal to 12.5 per cent commission on all sales made by them; provided that such payment shall allow the employees to receive per week a sum not less than 17.5 per cent of the appropriate adult weekly rate; provided also that an employee employed on only one night in any week shall be guaranteed for such night one-fifth of the above amount, plus six cents.

For the purposes of this paragraph, "night" includes Saturday afternoon. Persons employed in accordance with the provisions of this paragraph shall not be under 14 years of age and shall not be required to perform any work other than tray work.

- (c) Sports Grounds, etc. - Employees working at sports grounds and the like shall be paid an hourly rate equal to the appropriate adult weekly rate divided by thirty-eight, plus 7.5 per cent, with a minimum payment on any one day for four hours.
- (d) Personal/Carers Entitlement for Casual Employees
 - (i) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 21 Personal/Carer's Leave, 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 subparagraph (ii) of paragraph (c) of subclause (1) of Clause 21 Personal/Carer's Leave, who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) 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.
- (e) Bereavement Leave Entitlements for Casual Employees
 - (i) Subject to the evidentiary and notice requirements in paragraphs (b) and (d) of subclause (1) of Clause 21 Personal/Carer's Leave 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 (ii) of paragraph (c) of subclause (1) of Clause 21 Personal / Carer's Leave.
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) 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.

5A. Secure Employment

(a) 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.

(b) Casual Conversion

- (i) 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 twelve months shall 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.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of twelve months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) 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 shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) 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.
- (v) 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.
- (vi) 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 (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), 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 or 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.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall 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 shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (ix) Exemption

The abovementioned casual conversion clause will not apply to persons who:

- (a) perform work pursuant to the *Technical and Further Education Commission Act 1990* and/or the *Public Sector Employment and Management Act 2002*.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall 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.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (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.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

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

- (e) 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.

6. Meal Allowances

- (i) An employee who works overtime after 6.30 pm shall be paid, on such day, the amount set out in Item 3 Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, as a meal allowance or with the prior agreement of the union, shall be provided with a suitable meal approved of by the union, provided that in general shops:
- (a) An employee who is working their normal ordinary hours after 6.30 p.m. on a Thursday or Friday night shall not become entitled to a meal allowance until that employee works overtime of more than 30 minutes after the completion of such ordinary hours.
- (b) An employee who is required to work overtime on a Sunday beyond 1.00 pm shall be paid, on that day, the amount set out in Item 3 of the said Table 2, as a meal allowance and if required to work beyond 6.00 pm a further sum of the same amount.
- (c) A full-time or part-time employee in a general shop employed in the industry prior to 25 July 1984 (who elects not to work ordinary hours on a Saturday after 12 noon or on the second additional late night after 6.00 pm), who works after 6.00 p.m. on Thursday (Friday in the Shire of Gosford and the Shire of Wyong), shall be paid the amount set out in Item 3 of Table 2 as a meal allowance, provided that if the shop closes at 7.00 p.m. or earlier, such meal allowance shall not be payable.
- (ii) Breakfast - An amount set out in Item 4 of Table 2 shall be paid.

7. Flexibility of Work

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

8. Commitment to Training and Careers

The parties acknowledge that varying degrees of training are provided to employees in the retail industry, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the retail industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

The parties are committed to encouraging young people to view the retail industry as one which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

The parties agree to continue discussions on issues raised by the unions relating to training.

9. Mixed Enterprise

A mixed enterprise is defined as an establishment where the primary operation is not covered by this award to the extent that at least 75 per cent of employees are engaged in an industry other than the retail industry.

For the purpose of increasing productivity, flexibility and efficiency in mixed enterprises, as well as enhancing opportunities for employees, broadbanning may extend, by agreement between an employer and an employee, to allow the employee to perform any work in a mixed enterprise within the scope of their skills and competence. Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.

Subject to the provisions of the previous paragraph, employees in a mixed enterprise shall not impose or continue to enforce demarcation barriers between the work of employees, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.

10. Hours

(I) General Shops - Hours -

- (i) Weekly Hours - The ordinary hours of work of employees in shops shall not exceed 38 per week, to be worked in accordance with subclause (II), General Shops - Rosters for Five-day Week, of this clause, Monday to Saturday (Monday to Sunday in shops which may lawfully trade on a Sunday), both days inclusive and, save for the meal times prescribed, all time between the actual commencing time and the actual ceasing time on any one day shall count and shall be paid for as time worked.

- (ii) Commencing Times and Ceasing Times -

7.00 am to 6.00 pm - Monday, Tuesday, Wednesday and Saturday.

7.00 am to 9.00 pm - Thursday and Friday.

8.00 am to 5.00 pm - Sunday.

Employees in supermarkets/food stores and hardware shops or departments can be rostered to commence one hour earlier.

- (iii) Within the commencing and ceasing times prescribed respectively in paragraph (ii) of this subclause, full-time and part-time employees on engagement shall be notified of:

- (a) the quantum of ordinary hours to be worked each week;
- (b) the days of the week on which such work is to be performed; and
- (c) the commencing and ceasing times of such hours of work for each day of the week on which work is to be performed.

The above subparagraphs (a), (b) and (c) shall not be changed except:

upon not less than seven days' notice; or

by agreement between the employee and the employer where the extra/other hours may be expressly agreed to be worked as part of a roster change and paid at ordinary rates; where no expressed agreement exists overtime rates must apply.

In the event of an emergency, subparagraphs (b) and (c) above may be changed, the quantum of hours may be increased but not decreased.

Provided that where it is alleged by the unions that a change in rosters is contrary to the wishes of the majority of employees or operates unfairly or to the disadvantage of employees, the employer shall give, in lieu of seven days' notice, 14 days' notice, during which time there shall be discussions and, where practicable, agreement reached with the union.

- (iv) Where an employee's roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts back to the previous pattern in the following week, then work done by the employee because of the roster change shall be paid for at the overtime rate of pay. (This does not apply where an agreed change to a roster is made at the request of the employee.)

(II) General Shops - Rosters for Five-day Week -

- (i) All full-time and part-time employees shall be rostered their ordinary hours of work on any five days of the week, Monday to Saturday inclusive (Monday to Sunday in shops which may lawfully trade on a Sunday), on the following basis:
 - (a) At least once every two weeks an employee shall be granted two consecutive days off which shall not include the rostered day off (RDO).
 - (b) There shall not be more than one long day in any week. A long day is defined as a day exceeding nine ordinary hours of work. Provided that, by mutual agreement, additional long days may apply.
 - (c) The maximum number of ordinary hours which may be worked on any one day shall be 11 hours.
 - (d) Provided that ordinary hours may be worked on six days in one week if in the following week ordinary hours are worked on not more than four days.
 - (e) The following provisions shall apply in general shops which may lawfully trade on a Sunday:
 - (i) Once every four weeks, an employee who works ordinary hours on a Sunday shall be given three consecutive days off (not including the 19-day month RDO) which shall include Saturday and Sunday. By mutual agreement alternative arrangements may apply.
 - (ii) Where an employee transfers at his/her own request to a store where Sunday trading is already lawful, the employee will not have the right to refuse to work on Sundays at the new store.

Where an employee transfers at the employer's request to another store where Sunday trading is already lawful, the employee will retain the right to refuse to work on Sundays at the new store.

- (f) Subparagraphs (a) to (e) of this paragraph do not apply to employees engaged pursuant to clause 11, Shift Work (Night Fill) - General Shops.
- (g) Each full-time weekly employee shall be rostered so that the maximum number of hours that shall constitute an ordinary week's work without the payment of overtime shall not exceed, on average, 38 per week and may be worked in any of the following forms:
 - (i) 38 hours in one week;
 - (ii) 76 hours in two consecutive weeks;
 - (iii) 114 hours in three consecutive weeks;

(iv) 152 hours in four consecutive weeks.

- (ii) There shall be not less than a ten-hour break between finishing work (including overtime) one day or shift and the commencement of work on the next day or shift.
- (iii) When establishing a roster or changing a roster, the employer will have regard for the family responsibilities of the employee.

In having regard for the family responsibilities, it is accepted that the existence of such responsibilities does not in itself prevent an employer changing an employee's roster where necessary.

- (iv) Full-time and part-time employees shall be provided with a regular roster which shall not be subject to frequent variations unless by mutual agreement.
- (v) Provided further that in shops with five or less full-time and part-time employees the rostered days off shall be decided by mutual arrangement between the employer and employees.
- (vi) Provided further that the rostering of store managers shall be by mutual arrangement between the employer and employees.
- (vii) Provided that in shops employing on a regular basis 20 or more employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee shall not be required to work ordinary hours on more than 19 days in each four-week cycle.

Where specific agreement exists between an employer and an employee, the employee may be worked on the basis of:

not more than four hours work on one day in each two-week cycle;

not more than six hours work on one day per week.

- (viii) Provided that in shops employing on a regular basis more than five employees but less than 20 employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employees may be worked their ordinary hours on one of the following bases at the employer's direction:

not more than 19 days work in each four-week cycle;

not more than four hours work on one day in each two-week cycle;

not more than six hours work on one day in each week.

Where specific agreement exists between an employer and an employee, the employee may be worked on not more than 7.6 hours per day.

Provided further that no existing employee who was employed as at 26 September 1990 and who was entitled to a rostered day off shall lose their entitlement to such rostered day off.

- (ix) Provided that in shops employing on a regular basis five or less employees per week, employees may be worked their ordinary hours on one of the following bases at the employer's discretion:

not more than 19 days in each four-week cycle;

not more than four hours work on one day in each two-week cycle;

not more than six hours work on one day in each week;

not more than 7.6 hours work on any day.

- (x) In any case where agreement is reached between an employer and an employee pursuant to paragraphs (vii) and (viii) of this subclause, the relevant union shall be notified seven days prior to the implementation of such agreement. Any dispute as to such agreement shall be referred to the Industrial Registrar.
 - (xi) Provided that, for the purposes of this clause, "employing on a regular basis" includes persons of the following types:
 - (a) employees of the employer engaged on the premises whose terms of employment are not regulated by this award;
 - (b) employees other than those employed by the employer whose terms of employment are regulated by this award and who regularly work on the premises performing work as demonstrators and the like, but not including the employees of a bona fide franchisor operating on the premises.
 - (xii) Every employer shall, by legible notice which shall bear the date when it is fixed, exhibit in a place accessible to employees the current starting and finishing times for each employee for each day of the week. The employer shall retain superseded notices for 12 months. The roster of hours shall, upon request, be produced for inspection by any person authorised to inspect the same.
- (III) Special and Confection Shops - Hours and Rosters -
- (i) Weekly Hours - The ordinary hours of work of employees in shops shall not exceed 38 per week and shall be worked on five days of the week, Monday to Sunday, inclusive. Provided that ordinary hours may be worked on six days in one week if in the following week ordinary hours are worked on not more than four days. Save for meal times prescribed, all time between the actual commencing time and ceasing time on any one day shall count and shall be paid for as time worked. Provided that an employee may be worked so that the maximum number of hours that shall constitute an ordinary week's work without the payment of overtime shall not exceed an average of 38 per week and may be worked in any one of the following forms:
 - (a) 38 hours in one week;
 - (b) 76 hours in two consecutive weeks;
 - (c) 114 hours in three consecutive weeks;
 - (d) 152 hours in four consecutive weeks.
 - (ii) Commencing Times - The commencing time of the ordinary hours of work shall be 7.00 am (6.00 am in take-away food shops, fruit and vegetable shops and newsagencies).
 - (iii) Ceasing Times - The time for the cessation of the ordinary hours of work by employees shall be:
 - (a) In cake and pastry shops, cooked provisions shops, fish shops, pet shops, souvenir and gift shops, tobacconists' shops and small shops, Monday to Sunday, both days inclusive - 10.30 pm.
 - (b) In take-away food shops, Monday to Sunday, both days inclusive-midnight.
 - (c) In flower shops and garden plant shops, Monday to Sunday, both days inclusive - 8.30 pm.
 - (d) In hairdressers' shops, Monday to Friday, both days inclusive - 5.45 pm and Saturday - 12.45 pm.

- (e) In retail liquor shops, Monday to Sunday, both days inclusive - 10.00 pm. Provided that for employees employed prior to the first pay period in October 1988 the following provisions shall continue to apply, unless the employees agree otherwise:

In retail liquor shops, Monday to Saturday, both days inclusive 10.00 pm.
 - (f) In newsagencies, Monday to Sunday, both days inclusive - 9.00 pm.
 - (g) In book shops, Monday to Sunday, both days inclusive - 9.00 pm.
 - (h) In video shops, Monday to Sunday, both days inclusive - midnight.
 - (i) In fruit and vegetable shops, Monday to Sunday, both days inclusive - 9.00 pm.
 - (j) In confectionery and refreshment shops, Monday to Sunday, both days inclusive - 11.30 pm.
 - (k) Audio Shops - Monday to Sunday, both days inclusive - 9.00 pm. All employees employed prior to 25 October 1991 will continue to be employed and paid in accordance with general shops award conditions.
- (iv) Within the commencing and ceasing times prescribed respectively in paragraphs (ii) and (iii) of this subclause, employees shall be given a regular starting and ceasing time for each day which shall not be changed except upon not less than seven days' notice, unless by agreement with the employee or in the event of an emergency.
- (v) Every employer shall, by legible notice, which shall bear the date when it is fixed, exhibit and keep exhibited in a place accessible to the employees, the current starting and finishing times for each employee for each day of the week and shall show thereon any change in the commencing time and ceasing time of any employee and the date on which the change was effected.
- The employer shall retain superseded notices for 12 months.
- The roster of hours shall, upon request, be produced for inspection by any person authorised to inspect the same.
- (vi) There shall be not less than a ten-hour break between finishing work (including overtime) on one day or shift and the commencement of work on the next day or shift.
 - (vii) When establishing a roster or changing a roster, the employer will have regard for the family responsibilities of the employee.

In having regard for the family responsibilities, it is accepted that the existence of such responsibilities does not in itself prevent an employer changing an employee's roster where necessary.
 - (viii) Full-time and part-time employees shall be provided with a regular roster which shall not be subject to frequent variations unless by mutual agreement.
- (IV) 38-Hour Week Special and Confection Shops - Method of Implementation - Method of implementation of the 38-hour week is at the employer's discretion, except where the special/confection shop is under the same roof as a company general shop, then the same method of implementation that operates in the general shop would operate in the special/confection shop.

11. Shift Work (Night Fill) - General Shops

Application: This clause shall apply only to night fill operations performed in a shop.

- (a) Full-time Employees -

- (i) Notwithstanding any other provision for ordinary hours within the award, an employee may be engaged to work on any five days, Monday to Saturday, afternoon or night shifts, providing they are paid the following additional allowances:
 - (a) Monday to Friday -
 - (1) Afternoon shift - finishing after 6.00 pm and at or before midnight - 17.5 per cent.
 - (2) Night shift - finishing after midnight and at or before 8.00 am - 30 per cent.
 - (b) Saturday - Shifts as defined in subparagraph (a) of this paragraph, finishing after midnight on a Friday and at or before midnight on a Saturday - 50 per cent.
 - (c) Sunday - Night shift finishing after midnight Saturday and at or before 8.00 am on a Sunday - 100 per cent.

The shift loading payable for the entire shift shall be determined by the time at which the shift finishes.

Provided further that the above shift provisions do not apply to an employee engaged on either of the late shopping nights (Thursday or Friday) finishing at or before 9.00 pm.

- (ii) Junior shift workers shall receive the following percentages of the appropriate adult rate prescribed in subclause (c) of clause 38, Wages:
 - (a) At 18 years of age and under - 70 per cent.
 - (b) At 19 years of age - 80 per cent.
 - (c) At 20 years of age - 90 per cent.

Plus the appropriate additional allowance as prescribed in paragraph (i) of subclause (a) of this clause.

- (b) Part-time Employees -
 - (i) Ordinary hours of work, exclusive of meal times, shall not be less than three hours work per shift nor less than 16 hours per week nor more than 30 hours work per week.

All time between the actual commencing time and the actual ceasing time on any one day shall count and shall be paid for as time worked.
 - (ii) Starting and finishing times of an employee on a given shift may be changed, provided the employee can be contacted prior to arriving at work.
 - (iii) Nights on which an employee is rostered to work shall not be altered except upon not less than seven days' notice prior to the commencement of the employee's roster cycle.
 - (iv) Each part-time employee shall receive a guaranteed minimum number of hours of work each week.
 - (v) The performance of work on any night which is additional to those nights contained in an employee's particular roster week shall be at the option of the employee.

Where an employee agrees to work an additional night or nights, then the employee shall be paid at ordinary time for the additional night or nights (provided the employee is informed of this prior to agreeing to work), unless the work performed is in excess of eight hours on any shift or in excess of 30 hours in any week or in excess of five starts for the week.

- (vi) The provisions contained under this subclause shall apply only to part-time employees working afternoon shift and/or night shift.

In the case of an employee working day shift plus afternoon and/or night shift in a single week, the provisions of this subclause shall only apply in respect to any afternoon and/or night shift.

- (vii) The provisions of subclause (a), Full-time Employees, of this clause shall apply to part-time employees.

NOTATION: The above provisions are intended to cover the special features of night-fill work and will not be used as a precedent to achieve similar flexibility for day work.

(c) Casual Employees -

- (i) Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38, plus 15 per cent, and the appropriate additional allowance as prescribed in paragraph (i) of subclause (a) of this clause, calculated to the nearest half cent, with a minimum payment on any shift of three hours.

Provided that for junior casual employees such hourly rate shall be determined by reference to the percentages prescribed in paragraph (ii) of subclause (a) of this clause.

- (ii) Casual employees may only be employed after the prescribed ceasing time pursuant to paragraph (iii) of subclause (I) General Shops-Hours, of clause 10, Hours, except on the late shopping nights (Thursday and Friday) or any substitute late shopping night(s) when the employee may be engaged not prior to 8.00 pm on such a night.

(d) Overtime - An employee engaged on shift work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter for all work:

- (i) in excess of 38 hours per week;
- (ii) in excess of an average of 38 hours per week;
- (iii) in excess of five days in any week;
- (iv) in excess of eight hours on any shift;
- (v) in excess of 30 hours per week in the case of part-time employees.
- (vi) Before an employee's regular commencing time on any one day and/or after an employee's regular ceasing time on any one day, except in the case of part-time employees whose commencing and/or ceasing time has been varied within the terms of paragraph (ii) of subclause (b), Part-time Employees, of this clause.
- (vii) Any portion of an hour less than 30 minutes shall be reckoned as 30 minutes, and any portion of an hour over 30 minutes shall be reckoned as one hour.

(e) Crib Breaks and Rest Pauses -

- (i) An employee engaged on shift work shall be provided with a crib break of not less than 20 minutes where that employee works more than five hours. Such crib break shall be taken between the fourth and sixth hour of work and shall be counted and paid for as time worked.
- (ii) An employee who works seven hours or more on any day shall be allowed both a crib break and one paid rest pause of ten minutes. Provided that where such crib break commences on or before the middle of a shift, then the rest pause shall be taken after the crib break and where the crib break commences after the middle of a shift, then the rest pause shall be taken before the crib break.

- (iii) An employee who works for five hours or less but more than four hours on any shift shall be allowed a paid rest pause of ten minutes.
 - (iv) No rest pause shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any crib break.
- (f) Exemptions - The general provisions of this award shall apply to shift workers with the following exemptions: clause 4 Part-time Employees, clause 5 Casual Employees - All Shops, clause 14 Weekend and Late Night Penalty Rates and Loadings, clause 15 Overtime, clause 16 Meal Times and Rest Pauses, and subclause (2) Junior Employees of Table 1, Wages.

12. Special Provisions for Substituted Late Shopping Night (General Shops)

- (i) Where a public holiday falls on a Thursday and trading is not permitted, a substituted late night shall apply automatically on the preceding Tuesday.
- (ii) Where a public holiday falls on a Friday and trading is not permitted, a substituted late night shall apply automatically on the preceding Wednesday.
- (iii) During any week in which a Thursday and/or Friday is substituted for another specified day in accordance with subclause (i) and/or (ii) of this clause, then such specified day shall be deemed to be a Thursday and/or Friday, and Thursday and/or Friday shall be deemed to be the specified day for all purposes of this award except as to clause 17, Holidays.
- (iv) Provided that where a public holiday pursuant to the said clause 17 falls on a Thursday and/or Friday and Thursday and/or Friday is deemed to be another day, employees shall not receive less time off than they might otherwise have received had the substitution not been made.

13. Savings Clause

(A) General Shops -

- (i) Notwithstanding anything otherwise contained in this award, full-time and part-time employees employed in the industry prior to 23 July 1984 shall not be required to work their ordinary hours of work after 12.00 noon on Saturdays nor be required to work their ordinary hours of work past 6.00 pm on any night of the week, Monday to Friday, other than Thursday night (Friday night in the Shire of Gosford and the Shire of Wyong).
- (ii) Provided that by mutual agreement an employer and an employee employed in the industry prior to 23 July 1984 may agree to observe different provisions, such provisions to be otherwise consistent with this award.
- (iii) Provided further that persons who were employed as full-time or part-time employees of:

Fosseys (Australia) Pty Limited;

Katies Fashions Pty Limited;

Woolworths Variety Division;

employed as at 22 April 1988 under the Shop Employees' (Major General Shops) (State) Interim Award published 3 February 1988 (247 I.G. 450) shall not by reason only of the making of this award, while their service with that employer remains continuous, suffer a reduction in any items in the award that affect wages payable to them under that award.

- (iv) The following provisions shall apply in general shops which may lawfully trade on a Sunday:
 - (a) All work on Sundays within ordinary hours of work shall be voluntary for all employees (including casuals) employed in that shop at 25 October 1991.

- (b) Where a shop gains the right to trade lawfully on a Sunday after 25 October 1991 all work on Sundays within ordinary hours of work shall be voluntary for all employees (including casuals) employed in that shop at the date that the Sunday trading becomes lawful.
- (B) Special and Confection Shops - Persons employed in fruit and vegetable shops as at 25 May 2000 shall not be required to commence these ordinary hours prior to 7.00 am.

14. Weekend and Late Night Penalty Rates and Loadings

- (a) Saturday -
- (i) All ordinary hours worked by full-time and part-time employees on Saturday shall be paid for at the rate of time and one-quarter.
- All employees engaged by their employer on or prior to 25 August 1989 shall continue to be paid for Saturday afternoon work in ordinary time at the employee's penalty rate applicable at that time. No employee shall be disadvantaged by this variation to the award.
- (ii) General Shops - Casual employees working on a Saturday shall receive the amounts set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, by way of a fixed loading in addition to the day's pay.
 - (iii) Special and Confection Shops - Casual employees working on a Saturday shall receive the amounts set out in the said Item 5 by way of a fixed loading in addition to the day's pay.
- (b) Sunday -
- (i) All ordinary hours worked by employees on a Sunday in a shop that may lawfully trade shall be paid at the rate of time and one-half.
- (c) Late Night Trading -
- (i) General Shops Only - All ordinary hours worked by full-time and part-time employees after 6.00 pm on Thursday and Friday shall be paid for at the rate of time and one-quarter.
 - (ii) Confection Shops Only - Finishing after 10.00 pm - Any employee continuing ordinary hours of work after 10.00 pm on any night shall be paid an additional amount set out in Item 6 of Table 2 for such night.
- (d) The provisions of section 52 of the *Industrial Relations Act* 1996 are hereby expressly excluded in respect of the fixed loading additions referred to in this clause.
- (e) The penalties and loadings prescribed in this clause shall not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of sick leave.

15. Overtime

The rate of overtime shall be time and one-half for the first two hours on any one day and at the rate of double time thereafter, except on a Sunday which shall be paid for at the rate of double time.

- (i) An employee shall be paid overtime for all work as follows:
 - (a) In excess of:
 - (1) 38 hours per week; or

an average of 38 hours per week in accordance with clause 10, Hours;

- (2) five days per week (or six days or four days pursuant to subparagraph (d) of paragraph (i) of subclause (II) and paragraph (i) of subclause (III) of the said clause 10);

nine hours on any one day, provided that on one day per week up to 11 hours may be worked without the payment of overtime; by mutual agreement, additional days of up to 11 ordinary hours may be worked without the payment of overtime;

in general shops 30 hours per week for a part-time employee, where that work is not done on a regular basis.

- (b) before an employee's regular commencing time on any one day;
- (c) after the prescribed ceasing time on any one day;
- (d) outside the ordinary hours of work.
- (e) In general shops full-time employees who work on their rostered day off or part-time employees who work on any day on which they would not normally work shall be paid overtime with a minimum payment of four hours at the appropriate overtime rate.
- (f) As prescribed by paragraphs (iii) and (iv), of subclause (I), of clause 10, Hours.
- (ii) Where an employee works overtime on a Sunday and that work is not immediately preceding or immediately following ordinary hours, then that employee must be paid double time, with a minimum payment of four hours at such rate.
- (iii) Any portion of an hour less than 30 minutes shall be reckoned as 30 minutes and any portion of an hour over 30 minutes shall be reckoned as one hour, except where an employee is required to work after closing time to attend to customers then in the shop, or in connection with closing the shop, including the checking of cash received, when the time actually worked shall count.
- (iv) By mutual agreement the rate for overtime may be time off in lieu of overtime, provided that:
- (a) Time off shall be calculated at the penalty equivalent.
- (b) The employee is entitled to a fresh choice of payment or time off on each occasion overtime is worked.
- (c) Time off must be taken within one calendar month of the working of the overtime, or it shall be paid out.
- (v) Subject to clause (v)(a) an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for by this Award.
- (a) 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.
- (b) For the purposes of clause (v)(a) what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;

- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

16. Meal Times and Rest Pauses

- (i) When and where it can be conveniently arranged by the employer, an employee who works more than four ordinary hours on any day shall be allowed a rest pause of ten minutes.
- (ii) A rest pause shall be counted and paid for as time worked. No rest pause shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any meal break.
- (iii) In general shops an employee who works more than five hours on any day must be allowed both a rest pause of ten minutes and a meal break of one hour (45 minutes in any establishment in which a clean, well ventilated room, adequate table and seating accommodation and sufficient crockery, cutlery and hot water are provided for the employee), provided that where agreement exists between the employee and the employer, a meal break of 30 minutes may apply.

In special and confection shops the meal break will be not less than 30 minutes nor more than one hour, the duration of which will be decided by the employer having regard to the needs of the business.

- (iv) A meal break shall be given and taken so that no employee shall work more than five consecutive hours without a meal break.
- (v) Meal breaks are not counted and not paid for as time worked.
- (vi) An employee who works nine hours or more on any day shall be allowed two rest pauses (each of ten minutes duration) if only one meal break is taken; or one rest pause of ten minutes if two meal breaks are taken.

Provided that where two rest pauses and one meal break are taken, then one rest pause shall be taken before the meal break and one rest pause shall be taken after the meal break.

Provided further that where two meal breaks and one rest pause are taken during any shift, then the rest pause shall be taken during the longest unbroken part of such shift.

- (vii) Confection Shops - An employee commencing before 7.00 am in circumstances not covered by paragraph (ii) of subclause (III) of clause 10, Hours, shall be allowed not less than 30 minutes nor more than one hour off for breakfast before 9.00 am. If, through distance of residence, the employee cannot return home for breakfast, the employee shall be paid the sum set out in subclause (ii) of clause 6, Meal Allowances, for breakfast each morning the employee starts work before 7.00 am.
- (viii) Special and Confection Shops - Subject to the provisions contained in this clause, the actual period of the meal break shall be determined by the employer but shall be subject to discussions and, where practicable, agreement with the union concerned in respect of any individual shop where it is alleged arrangements adopted as to the duration or time of a meal break are contrary to the wishes of the majority of employees or operate unfairly or to the disadvantage of employees.

17. Holidays

- (A) Public Holidays -
 - (i) Subject to subclause (B), work done on any of the holidays prescribed in paragraph (ii) of this subclause shall be paid for at the rate of double time and one-half, with a minimum payment of three hours.
 - (ii)

(a) The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, the first Tuesday in November, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State shall be holidays; provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

(b) For all holidays not including the first Tuesday in November:

Every full-time or part-time employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary working hours that he/she would have worked had the day not been a holiday.

Provided that any full-time or part-time employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a public holiday or holidays shall be paid for such holiday or holidays as if his/her roster had not been changed.

Provided further that where a full-time or part-time employee working an average of five days per week is rostered so that he/she does not work his/her ordinary hours on the same days each week and the employee's rostered day off falls on a day prescribed as a holiday in subparagraph (a) of this paragraph, the employee shall be paid by mutual agreement between the employer and the employee in one of the following methods:

- (1) payment of an additional day's wages;
- (2) addition of one day to the employee's annual holidays;
- (3) another day may be allowed off with pay to the employee within 28 days after the holiday falls, or during the week prior to the holiday.

For the purposes of this paragraph, "day" means the average number of hours in the employee's normal roster cycle worked by the employee prior to the day on which the public holiday falls.

(iii) A full-time or part-time employee absent without leave on their last working day before or their first working day after any award holiday shall be liable to forfeit wages for the day of absence as well as for the holiday, except where an employer is satisfied that the employee's absence was caused through illness, in which case wages shall not be forfeited for the holiday; provided that an employee absent on one day only either before or after a group of holidays shall forfeit wages only for one holiday as well as for the period of absence.

(B) The first Tuesday in November - Full-time and part-time employees rostered to work shall be entitled to a holiday without loss of pay on the first Tuesday of November in any year.

Work on the first Tuesday in November shall not be paid at the rate of double time and a half, but shall be paid as follows:

Where the establishment of an employer remains open and a full-time or part-time employee volunteers to work on the first Tuesday in November, such employee shall then be given another day off without loss of pay. Such alternative day shall be given and taken not later than 28 days after the nominated day on a day mutually agreed between the employer and the employee.

Provided that in no circumstances shall an employee forfeit entitlement to the additional holiday and should such extenuating circumstances arise where the day is not taken as described above, it must be given and taken on a day without loss of pay added to the employee's next period of annual leave.

Provided further that where an employee's employment terminates prior to the taking of such alternative day, the employee shall receive an additional day's pay on termination.

Provided further that employees on annual leave or long service leave on the day referred to in this subclause shall have an additional day added to their next period of annual leave.

18. Sick Leave

- (i) This clause only applies to full-time and part-time employees.
- (ii) An employee who, subject to subclause (iii) of this clause, is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary-time rates of pay for the time of such non-attendance, subject to the following:
 - (a) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
 - (b) A full-time employee shall not be entitled during his/her first year of continued employment with an employer to sick pay for more than 38 hours and during the second or subsequent years of continued employment with an employer to sick pay for more than 61 hours. Part-time employees have a pro rata entitlement to sick leave based on the number of hours worked in the week in comparison to 38 hours.

Any period of paid sick leave allowed by the employer to an employee in any year of continued employment shall be deducted from the period of sick leave which may be allowed or may be carried forward under this award in or in respect of such year.
 - (c) The rights under this clause shall accumulate from year to year so long as employment continues with the employer whether under this or any other award so that any part of the entitlement prescribed in paragraph (b) of this subclause which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Provided that in any year an employee shall not be entitled to take more than 380 hours accumulated sick leave.
- (iii) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment, at which time the payments shall be made.
- (iv) The granting of sick leave shall be subject to the following conditions and limitations:
 - (a) The employee shall, within 24 hours of the commencement of such absence, inform the employer of his/her inability to attend for duty and, as far as possible, state the nature of the illness or injury and the estimated duration of the absence.
 - (b) The employee shall furnish to the employer such evidence as the employer reasonably may desire that he/she was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (c) For the purposes of this clause as it relates to part-time employees, "day" shall mean the number of hours the employee would have worked on the day on which he/she was absent, had he/she not been sick.
- (v) For the purpose of this clause, continuous service shall be deemed not to have been broken by:
 - (a) any absence from work on leave granted by the employer; or

- (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.
- (vi) Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
- (vii) For the purpose of this clause, the word "year" shall mean a period of 12 months commencing on the day on which the employment commenced.
- (viii) For the purpose of sick leave accumulated for years prior to June 1988 (1984 for general shops) the term 'day' shall mean a period of eight hours or pro rata for part-time employees.

19. Blood Donor Leave

A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

Provided further that such employee shall arrange for his/her absence to be on a day suitable to the employer and be as close as possible to the beginning or ending of the 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, shall first be furnished to the satisfaction of the employer.

Further, the employee shall notify the employer as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

20. Bereavement Leave

- (1) An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person as prescribed in subclause (3) of this clause. Where the death of a relative named herein occurs outside Australia and the employee does not attend the funeral, he/she shall be entitled to one day only, unless he/she can demonstrate to his/her employer that additional time up to a period of three days is justified.
- (2) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death, together with proof of attendance in the case of a funeral outside of Australia.
- (3) Bereavement leave shall 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 (ii) of paragraph (c) of subclause (1) of clause 21, Personal/ Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (4) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (5) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 21. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

21. Personal/Carer's Leave

- (1) Use of Sick Leave -
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 18, 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.

- (b) The employee shall, if required,
- (i) 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
 - (ii) 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."

- (c) 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:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

Notation:

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 shall 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 31 Dispute Settlement Procedures should be followed.

(2) Unpaid Leave for Family Purpose -

- (a) 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 subparagraph (ii) of paragraph (c) of subclause (1) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave -

- (a) 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) 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.
- (d) 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.

(4) Time Off in Lieu of Payment for Overtime -

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (iv) of clause 15 Overtime, the following provisions shall apply.
- (b) 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.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-up Time -

- (a) 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.
- (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off 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.

(6) Rostered Days Off -

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

- (c) 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.
- (d) 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.

21A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions 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 shall 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 shall 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 shall 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 shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

22. Jury Service

A full-time or part-time employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

23. Annual Holiday Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes their annual holiday or, where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi).)
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday under the Act (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off not worked) or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vi) as to holidays taken wholly or partly in advance.)
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by Part B, Monetary Rates, or the appropriate junior percentage rate of this award, for the classification in which the employee was classified when the loading is paid. Such wage shall also include payments under subclauses (i) and (ii) of clause 35 Allowances and/or Additional Rates, where applicable, but shall not include other allowances, penalty rates, overtime rates or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have

become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the rates of wages payable on that day.

- (vii) Where, in accordance with the Act, an employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
 - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
 - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the closedown as his/her qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she has become entitled after 1 February 1974, he/she shall be paid a loading calculated in accordance with subclause (v) for the period not taken.
 - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.
- (ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

24. Travelling Time, Expenses, Allowances, etc.

- (i) If an employee is required by the employer to temporarily transfer from one branch to another the employee shall be allowed any extra cost of travelling and shall be paid at ordinary rates for any excess time occupied in travelling.
- (ii)
 - (a) A window dresser employed by an employer who contracts to dress windows for retail shops shall, at the direction of the employer, present themselves for work at the job at their usual time of starting work.
 - (b) The employee shall be paid for all time spent in excess of the time usually spent by themselves in travelling to or from their home to the employer's business premises at their ordinary rate of pay, except on a Sunday or a public holiday, when payment shall be at the rate of time and one-half.
 - (c) The employee also shall be paid any extra cost of travelling and shall be provided with first-class hotel accommodation at the employer's expense and where rail travelling necessarily is involved first-class rail ticket and sleeping car accommodation, where available, shall be provided.
- (iii) Where an employee is required to work after the ordinary ceasing time prescribed by this award until it is too late to travel by train, omnibus, vessel, or other regular conveyance to his or her usual place of residence, the employer shall provide either proper conveyance or the fare for such conveyance to the employee's usual place of residence.

25. Uniforms, Protective Clothing

- (i) In any shop where an employee wears a uniform, cap, coat, overall or other uniform dress the same shall be provided by the employer and shall be laundered by the employer at the employer's expense. Provided that where, by mutual agreement, the laundering is done by the employee or the employer having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid the allowances set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (ii) Suitable protective clothing shall be provided, upon request, to employees who are to load or unload trucks or customers' vehicles.

26. Facilities

- (i) First-aid Outfit - See Occupational Health and Safety Regulation 2001.
- (ii) Lockers - Where practicable, an employer shall provide locker accommodation for each employee. Lockers, where provided, shall be maintained in good working order. Any dispute as to the practicability of providing the locker accommodation may be referred by the employer or the union to the Industrial Relations Commission of New South Wales.
- (iii) Dining Accommodation - Where practicable, an employer shall provide a room containing adequate seating accommodation with a sufficient supply of hot water to allow employees to partake of meals during their lunch hour.

Any dispute as to the practicability of providing such a room may be referred by the employer or the union to the Industrial Relations Commission of New South Wales.

- (iv) Notice Board - An employer shall permit the erection, in a prominent position to be decided by the employer, on the premises of a notice board of reasonable dimensions or a number of such notice boards reasonable in the circumstances, upon which an accredited representative of an industrial union of employees bound by this award shall be permitted to post formal union notices signed by the Secretary of the union concerned. Provided that such notices shall be referred to the employer before being posted on the notice board. Any notice posted on a board not so signed or not referred to the employer may be removed by an accredited representative of the union concerned or by the employer.

27. Renovations in Retail Shops

- (i) As soon as practicable after a decision has been made to undertake the renovations of premises, the employer shall notify the following:
 - the workplace occupational health and safety committee;
 - the employees affected;
 - the appropriate union.
- (ii) The employer shall take appropriate measures to minimise and, where possible, eliminate any disabilities caused by the renovations.
- (iii) Where an issue or disagreement arises regarding the renovations, such issue or disagreement shall be resolved by taking the matter through the following procedures until it is settled: -
 - (a) discussions between the union and the Company;
 - (b) discussions between the union and The Australian Retailers Association - New South Wales;
 - (c) referral of the matter to the Industrial Registrar and/or to WorkCover.

28. Notations

- (i) Annual Holidays - See *Annual Holidays Act 1944*. Provided that a full-time employee shall be entitled to not less than a total period of annual leave equivalent to 152 ordinary hours of work and pro rata thereof in the case of part-time employees.
- (ii) Long Service Leave - See *Long Service Leave Act 1955*.
- (iii) Manual handling procedures will be consistent with the Occupational Health and Safety Regulation 2001.
- (iv) Right of Entry - See Chapter 5 - Part 7 of the *Industrial Relations Act 1996*.

29. Exemptions

- (i) Members of The Australian Retailers Association of New South Wales and the R.H.I. Stall Holders' Association shall be exempt from clause 36 Agricultural, Pastoral or Horticultural Societies' Shows, etc., during such time as the members observe the provisions of Industrial Agreement No. 8712, or any other agreement which rescinds or replaces the said agreement, made between the said Associations and the Shop, Distributive and Allied Employees' Association, New South Wales and the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, filed with the Industrial Registrar on 25 March 1992.
- (ii) Leave is reserved to the parties to apply to have the exemption varied or removed in its present terms from this award.
 - (a) Members of the Timber Trade Industrial Association shall be exempt from observing the provisions of subclause (B), Picnic Day, of clause 17, Holidays, and in lieu thereof shall observe the additional holiday provisions for New South Wales in paragraph (a) of subclause (ii) of clause 17, Holidays, of the Federal Timber Industry Award in force from time to time.
 - (b) This award shall not apply to employees covered by the Ski Industry (State) Award published 12 March 1993 (273 I.G. 972), as varied, performing duties within the confines of the Kosciusko National Park

30. Cleaning Duties

- (i) It shall be part of employees' duties to perform cleaning functions incidental to their work. Without limiting the generality of the foregoing, the dusting of shelves and of stock, the sweeping up of string and wrapping around counters, the cleaning of implements and fixtures used in the work, and the cleaning (including vacuum cleaning) of the immediate work area, shall be so included.
- (ii) An employee shall not be required to wet wash floors, clean lavatories, sweep pavements or clean the exteriors of windows other than for the removal of occasional defacements.
- (iii) An employee shall not be required to carry out systematic cleaning duties which go beyond the incidental functions as outlined in subclause (i) of this clause.

31. Dispute Settlement Procedures

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps:

- (i) Procedure relating to a grievance of an individual employee:
 - (a) The employee shall notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- (ii) Procedure for a dispute between an employer and the employees:
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

31A. Deduction of Union Membership Fees

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
 - (b) the Union shall 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;
 - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall 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.
- (iii) Monies so deducted from employees' pay shall 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:
- (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.

- (iv) 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.
- (v) The Union shall 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 shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) 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 shall 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.

32. Anti-Discrimination

- (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.
- (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.
- (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.
- (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.
- (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.
 - (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.

33. Redundancy

(1) Application -

- (i) This clause shall apply in respect of full-time and part-time employees
- (ii) This clause shall apply in respect of employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of subclause 3, Termination of Employment.
- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(2) Introduction of Change -

- (i) Employer's duty to notify:
 - (a) Where an employer has made a definite decision to introduce major changes in production, program, Organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the 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 specified in subclause 1, Application, makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- (ii) Employer's duty to discuss change:
 - (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i).
 - (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Discussions before terminations:

- (a) 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 pursuant to subparagraph (a) of paragraph (i) of subclause 2, Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (a) of this subclause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(3) Termination of Employment -

(i) Notice for changes in Organisation or structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from Organisation or structure in accordance with subclause 2, Introduction of Change:

- (a) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) Notice for technological change - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with the said subclause 2.

- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (c) The period of notice required by this subclause to be given shall be deemed to be service with the 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.
- (iii) Time off during the notice period -
- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (v) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (vi) Notice to Centrelink or its successor - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vii) Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink or its successors.
- (viii) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (i), Employer's duty to notify, of subclause 2, Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the 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 ordinary-time rates for the number of weeks of notice still owing.
- (4) Severance Pay -
- (i) Where an employee is to be terminated pursuant to subclause 3, Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:
- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks

4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of service	Over 45 years of age 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

- (ii) "Week's pay" means the all-purpose rate 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 the relevant clauses of this award.
- (iii) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this clause.
- (iv) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.
- (v) Alternative employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) if the employer obtains acceptable alternative employment for an employee.
- (5) Savings Clause - Nothing in this award shall be constructed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the Industrial Organisation of Employees and any employer bound by this award.

34. Supported Wage System for Workers With Disabilities

Employees Eligible for a Supported Wage -

- (a) Definition - 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:
- (i) '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".
- (ii) '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 productive capacity within the Supported Wage System.
- (iii) '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.

(iv) 'Assessment Document' means the form 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.

- (b) 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 provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment)

The 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 12A of the said Act, or if a part only has received recognition, that part.

- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate 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:

Assessed capacity (subclause (d))	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 be not less than \$71.00 per week.)

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

- (d) 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:
- (i) the employer and a union party to the award, in consultation with the employee or, if desired, by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.
- (e) Lodgement of Assessment Document -
- (i) All assessment documents under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission.
 - (ii) All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award is not a party to the assessment, it shall be referred

by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

- (f) Review of Assessment - The assessment of the appropriate percentage should be subject to annual review or earlier on the basis of a reasonable request for a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) Other Terms and Conditions of Employment - Where an assessment has been made, the appropriate 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.
- (h) Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause must 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.
- (i) Trial Period -
- (i) 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 4 weeks) may be needed.
- (ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than an amount as set out in subclause (c) of this clause.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) of this clause.

35. Allowances and/Or Additional Rates

- (i) The rates set out in the following Items of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid in addition to the appropriate adult weekly rate prescribed in Table 1 of Part B Monetary Rates:

Item No. (Table 2)

(a)	Section head	9
(b)	Qualified adult automotive parts and accessories salesperson	10
(c)	An employee who holds a licence under the <i>Liquor (Repeals and Savings) Act 1982</i>	11

Provided that an employee paid in accordance with Group 4 of Table 1 - Clause 38 Wages, shall not receive less than the amount shown in Item 11 of the said Table 2 per week, in addition to the appropriate rate prescribed by Clause 38 Wages.

- (ii) The rates set out in the following Items of Table 2 shall be paid in addition to the appropriate weekly rates prescribed by the said Clause 38 Wages or the appropriate junior percentage rate:

(a)	Employee delivering goods (other than newspapers and the like) by box tricycle	12
(b)	Employee engaged on photographic or other modelling or mannequin work, whilst so engaged	13
(c)	Qualified first-aid attendant	14
(d)	Employee employed by a shop to speak a language in addition to English for the purpose of making sales in that shop	15
(e)	Ticket writer who has passed an appropriate technical college course,	
	21 years of age and over	16
	Under 21 years of age	16

(iii) An employee who attends an appropriate course of training at a technical college at the request of his/her employer shall be reimbursed at the completion of this course, if successful, the fees for such course.

(iv) An employee required to provide a bicycle or motorcycle shall be paid the amounts set out in Item 17 of Table 2 per week extra. An employee required to provide a motor car shall be paid the amount set out in Item 18 of Table 2 per week extra. Provided that where an employee occasionally uses his/her car by agreement with his/her employer, on the employer's business, he/she shall be paid an allowance for each kilometre so travelled as set out in Item 19 of Table 2. If the employer provides a vehicle, he/she shall pay the whole of the cost of the upkeep, registration, insurance and running expenses. Provided that a full-time retail merchandiser local or country shall receive the benefits of this subclause where applicable, with the exception of the occasional kilometre allowance.

Provided further, a part-time or casual retail merchandiser local or country shall be paid for the use of his/her motor vehicle an amount set out in Item 19 of Table 2 per kilometre travelled in connection with his/her employment, with no standing charge contained in this subclause to apply.

(v) Freezer and Dairy Allowance and Conditions -

(a) Employees whose primary function is the handling or loading of goods into or out of freezer rooms or freezer cabinet (i.e. a room or cabinet with an inside temperature falling below 0 degrees Celsius) shall:

- (1) be paid a disability allowance of the amount set out in Item 20 of Table 2, in the case of full-time employees and a pro rata amount in the case of casual and part-time employees;
- (2) when working in freezer rooms be provided with the following protective clothing:
 - (i) fully insulated parka with hood;
 - (ii) fully insulated protective gloves;
 - (iii) fully insulated protective trousers (upon request).

(b) Employees whose primary function is working in a public dairy room or backfilling a dairy cabinet shall:

- (1) be paid a disability allowance of the amount set out in Item 21 of Table 2 per week in the case of full-time employees and a pro rata amount in the case of casual and part-time employees;
- (2) be provided with the following protective clothing:
 - (i) fully insulated parka with hood;
 - (ii) fully insulated protective gloves;
 - (iii) fully insulated protective trousers;

- (iv) waterproof boots.
- (c) Employees whose primary function is backfilling in a freezer room (i.e., a room with an inside temperature falling below 0 degrees Celsius), shall:
 - (1) be paid a disability allowance of the amount set out in Item 22 of Table 2 per week in the case of full-time employees and a pro rata amount in the case of casual and part-time employees;
 - (2) be provided with the following protective clothing:
 - (i) fully insulated protective boiler suit;
 - (ii) fully insulated protective head gear;
 - (iii) fully insulated protective gloves;
 - (iv) fully insulated protective boots;
 - (3) not be required to work in such room for longer than two hours without a ten-minute paid rest pause and, where applied, such rest pause shall be in substitution for any other rest pause under the award, which occurs at or around the same time.
- (d)
 - (1) Employees whose primary function is the handling or loading of goods into or out of freezer cabinets shall be provided with fully insulated protective gloves and, upon request, a fully insulated parka.
 - (2) Employees whose primary function is the handling or loading of goods into or out of dairy cabinets shall be provided with fully insulated protective gloves.
- (e) Items of protective clothing detailed in this clause shall be laundered by the employer at the employer's expense.

36. Agricultural, Pastoral Or Horticultural Societies' Shows, Etc

Subject to the Minister for Industrial Relations giving approval to any agricultural, pastoral or horticultural society's show or any trade exhibition or trade fair under section 101 of the *Shop and Industries Act 1962*, persons employed thereat shall be paid as follows:

- (i) Casual Employees -
 - (a) The hourly rate of pay for all time worked between 9.00 am and 6.00 pm shall be as set out in Item 23 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, with a minimum payment of six hours on any day or part thereof.

NOTE: The *Annual Holidays Act 1944* requires that casual employees shall, in addition to their ordinary pay, receive for annual holiday purposes an additional amount equivalent to 1/12 of their ordinary pay.

Upon any increase to the weekly rates prescribed by subclause (a) of Clause 38 Wages, the hourly rates contained herein shall be adjusted by adding thereto one thirty-eighth of the increase in the weekly rate calculated to the nearest cent, any part of a cent not exceeding half a cent to be disregarded.

- (b) Saturday Penalty - The additional amount set out in Item 23 of the said Table 2, shall be paid by way of fixed penalty addition for any Saturday worked.

- (c) Time and one-half shall be paid for all time worked in excess of eight hours or after 12 noon on Saturday or before 9.00 am or after 6.00 pm on any one day. Double time shall be paid for all time worked on public holidays and Sundays.
 - (d) Meal Money - Unless a suitable meal consisting of at least two courses and a beverage is provided, an amount set out in Item 3 of Table 2 shall be paid nightly to each employee who works after 6.00 pm
- (ii) Regular Employees - The provisions of the award shall apply to an employer in respect of any regular employee of his/her covered by this award except as to subclause (v) of clause 10, Hours, and the following provisions which shall be in substitution for the appropriate provisions of the award:
- (a) An amount set out in Item 3 of Table 2 shall be paid as meal money if the employee works after 6.00 pm on any day, Monday to Friday, inclusive, and on Saturdays and Sundays a lunch allowance of the same amount if he/she works after 12.30 pm and a tea allowance of the same amount if he/she works after 8.00 pm
 - (b) For each Saturday worked a fixed penalty addition as set out in Item 23 of Table 2 shall be paid.
 - (c) Payment at the rate of time and one-half for all time worked after 12 noon on any Saturday during the said show, other than Easter Saturday, shall be made.
 - (d) Payment at the rate of double time for all time worked on public holidays, with a minimum payment as for four hours worked, shall be made.
 - (e) For each day they attend the show, etc., an additional amount to reimburse them for fares equal to the normal bus fare from the city to the show and return shall be paid, but in the case of the Royal Agricultural Show this amount shall be the special bus fare from the city to the Showground and return. This reimbursement shall not be made when transport to the show is provided by the employer.

37. Area, Incidence and Duration

This award rescinds and replaces the following award:

- (a) Shop Employees (State) Award published 2 June 1995 (286 I.G. 28) as varied.

It shall apply to all classes of employees employed under classifications in this award who work in or in connection with a retail shop, employees employed in the sale of goods by retail away from the employer's place of business in the State within the jurisdiction of the Retail Employees (State) Industrial Committee and the Salesmen, Outdoor (State) Industrial Committee, excluding the County of Yancowinna.

It shall take effect from the beginning of the first pay period to commence on or after 7 March 2001 and shall remain in force for a period of 12 months.

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 October 2015.

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

PART B**MONETARY RATES****38. Wages**

- (a) The minimum rate of pay for each classification incorporating both the base rate and supplementary payments is expressed for each classification as set out in Table 1 - Wages.
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2015. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'
- (c) Junior Employees - Junior employees and improver waiters/waitresses shall receive the percentages set out in (iv) of Table 1 - Wages of the appropriate adult rate prescribed in Group No. 1 of Table 1 - Wages.

Table 1 - Wages

(i)

Group No	Description	Former Rate Per Week \$	SWC 2015 2.5% \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	714.50	17.90	732.40
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	722.00	18.10	740.10
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	727.80	18.20	746.00

4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying -			
	In charge of from nil to 4 assistants	727.90	18.20	746.10
	In charge of from 5 to 12 assistants	738.30	18.50	756.80
	In charge of from 13 to 25 assistants	751.20	18.80	770.00
	In charge of over 25 assistants	760.80	19.00	779.80
	(ii) With the duty of buying -			
	In charge of from nil to 4 assistants	729.70	18.20	747.90
	In charge of from 5 to 12 assistants	741.20	18.50	759.70
	In charge of from 13 to 25 assistants	756.40	18.90	775.30
	In charge of over 25 assistants	765.10	19.10	784.20
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.	735.90	18.40	754.30
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	714.50	17.90	732.40

Notation: Hourly rates of pay for full-time, part-time and casual employees shall be calculated to the nearest half cent.

(ii) Juniors - Selling from a vehicle

	Percentage
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

(iii) Retail Merchandiser - Juniors

	Percentage
At 18 years of age and under	70
At 19 years of age	80
At 20 years of age	90

(iv)

(a) Juniors

	Percentage
Under 16 years of age	40
At 16 years of age	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	90

Improver Waiters/Waitresses

	Percentage
1st 3 months	78.5
2nd 3 months	82.5
Thereafter	100

Junior rates shall be calculated to the nearest five cents, any part of five cents not exceeding half of five cents to be disregarded.

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.40 per shift
2	5(a)	Night interval employees (working one night per week)	3.82 per shift
3	6(i) (b),(c) 36(i)(d) 6(ii)(a)	Meal Allowances	12.70
4	6(ii) 16(vii)	Breakfast Allowance	6.90
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees Employees under 21 years of age Engagements exceeding four hours - Adult Employees Employees under 21 years of age	 7.00 per shift 4.70 per shift 14.40 per shift 7.90 per shift
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	 7.00 per shift 4.70 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.00 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	 9.40 3.20 9.40 5.60 1.90 5.60
8	38(1)(i)2(b)	Window Dressers under the age of 21	9.70 per week
9	35(i)(a)	Section Head	14.20 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	32.20 per week
11	35(i)(c)	Employee with a licence under the <i>Liquor Act 1982</i>	22.10 per week
12	35(ii)(a)	Employee delivering goods	4.90 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	46.80 per week 9.36 per day
14	35(ii)(c)	First-aid attendant	1.83 per day

15	35(ii)(d)	Employee engaged to speak a second language	9.30 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	19.00 per week 9.50 per week
17	35(iv)	Bicycle Allowance	11.40 per week
		Motorcycle Allowance	34.10 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	 119.10 per week 141.90 per week 0.35 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	 0.55 per km 0.59 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.646 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	9.00 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	13.60 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	18.00 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	16.43 per hour 16.12 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	7.00 4.70

(vi) The rates at Table 1 and Table 2 shall take effect from the first full pay period to commence on or after 16 December 2015

RETAIL EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

Section I

All persons employed in or in connection with a shop² and/or automatic vending device³ including (but without limiting the generality of the foregoing) sales assistants, self-service employees, demonstrators, ticket writers, checkout operators, grocery orderperson, reserve stock hands, display hands, window dressers, persons engaged in the hiring of goods in a shop, office assistants, telephone attendants, delivery clerks, persons employed on machines designed to perform or assist in performing any clerical work whatsoever, and cashiers employed solely as cashiers and/or on other clerical duties, in the State, excluding the County of Yancowinna;

excepting -

Van salesperson;

Storeperson and packers;

Employees, other than sales assistants, in restaurants, tea shops and cafeterias;

Persons employed selling motor oils, accessories and petrol at or in motor garages and parking and/or service stations or petrol from petrol pumps;

Drivers of trolleys, drays, carts, motor and other power-propelled vehicles, loaders, brakesperson, extra hands, grooms, stableperson and yardperson;

Cleaners;

Employees, other than sales assistants, in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work;

Butchers, persons engaged in the sale of uncooked meat by retail, carters and other persons delivering such meat, and cashiers in butchers' shops;

and excepting persons employed by -

Sydney Electricity;

The Australian Gas Light Company;

The Council of the City of Newcastle;

Newcastle Gas Company Limited;

and excepting also employees within the jurisdiction of the following Industrial Committees -

Commercial Travellers (State);
County Councils (Electricity Undertakings) Employees;

Models and Mannequins (State);

Motor Vehicle Salesperson (State);

Northern Rivers County Council;

Pharmacies (State);

Shortland County Council.

NOTE:

¹In establishing this committee on 23 March 1977 the Commission (Macken J., Matter 109 of 1977) stated:

Section I of the committee shall convene and sit as a separate section when matters are raised which fall solely within the constitution of Section I.

Section II of the committee shall convene and sit as a separate section when matters are raised which fall solely within the constitution of Section II.

Both sections of the committee will sit together when a matter extends beyond the constitutions of either one of the sections of the committee.

²"Shop" in this constitution shall have the same meaning as "shop" as defined in section 78 of the *Shops and Industries Act 1962*, or in any Act amending or replacing that Act.

³"Automatic vending device" in this constitution means any automatic machine or mechanical contrivance in which goods are offered for sale by retail.

Section II

Shop¹ assistants, cashiers, office assistants and workers employed in or in connection with automatic vending devices², confectioners, soft drinks, fountain drinks, milk drinks, sundae, fruit and vegetable shops, including persons engaged in the reception, sale or delivery of goods in such shops, and including also employees engaged in the preparing or serving of light refreshments³ in such shops in the State, excluding the County of Yancowinna;

excepting -

Storepersons and packers, carters and cleaners;

Employees within the jurisdiction of the Cement Workers, &c. (State) Industrial Committee.

NOTE:

¹"Shop" in this constitution means place, building or any part thereof, stall, tent, vehicle, boat or pack in which goods are sold or offered or exposed for sale by retail.

²"Automatic vending device" in this constitution means any automatic machine or mechanical contrivance in which goods are offered or exposed for sale by retail.

³"Light refreshment" in this constitution means a beverage, hot or cold, served with biscuits, cakes, pastry, sandwiches, meat pie or the like.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY OLYMPIC PARK AUTHORITY MANAGED SPORTS VENUES AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 718 of 2015)

Before Commissioner Stanton

27 October 2015

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intention
4.	Rates of Pay
5.	Classification Levels
6.	Income Protection Plan
7.	Hours of Work
8.	Full-Time, Part-Time, Fixed Term and Casual Employees
9.	Higher Duties
10.	Meal Breaks
11.	Overtime
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17.	Leave for Matters Arising From Domestic Violence
18.	Terms of Engagement
19.	Training Wage
20.	Payment of Wages
21.	Annual Leave and Annual Leave Loading
22.	Long Service Leave
23.	Consultation and Union Access
24.	Labour Flexibility
25.	Uniforms and Protective Clothing
26.	Tools and Equipment
27.	Change Rooms
28.	Redundancy
29.	Major Interruption to Operations
30.	Grievance and Dispute Resolution Procedures
31.	Secure Employment
32.	Work Health and Safety
33.	No Extra Claims
34.	Anti-Discrimination
35.	Area, Incidence and Duration

PART B

- Table 1 - Rates of Pay for Full Time Classifications
- Table 2 - Hourly Rates of Pay for Casual Employees
- Table 3 - Hourly Rates of Pay for Sports Centre Casual Event Staff Employees

2. Definitions

- 2.1 The parties to this award are:
- (i) The Secretary as the employer for the purposes of the Government Sector Employment Act 2013 as defined under Division 6, Part 4 of the Government Sector Employment Act 2013 and
 - (ii) The Australian Workers' Union, New South Wales ("the AWU").
- 2.2 The Chief Executive, Office of Sport, exercising, on behalf of the Government of New South Wales, the employer functions in relation to employees of the agency pursuant to Division 3, Part 4 of the Government Sector Employment Act 2013, for the purpose of this Award.
- 2.3 Employee means a person employed by the Government of NSW in the service of the Crown under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Division of the Office of Sport, at the Aquatic, Athletic and Archery Centres, or as a casual event staff employee or gymnastics program employee at the Sports Centre, in the classifications prescribed by this Award.

3. Intention

- 3.1 The principal intentions of this award are:
- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres, and Sports Centre;
 - (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
 - (iii) To provide a multi-skilled workforce.

4. Rates of Pay

- 4.1 The minimum rates of pay for full time employees at the Aquatic, Athletics and Archery Centres, employed in the classifications set out in subclause 5.1 of this award are contained in Table 1 of Part B of this award.
- 4.2 A casual employee at the Aquatic, Athletics, and Archery Centres, employed in the classifications set out in subclause 5.2, shall be paid the appropriate hourly rate as set out in Table 2 of Part B
- 4.3 A casual event staff employee at the Sports Centre, employed in the classifications set out in subclause 5.3, shall be paid the appropriate hourly rate as set out in Table 3 of Part B
- 4.4 The minimum rates of pay for full time gymnastics program employees employed in the classifications set out in subclause 5.4 are set out in Table 4 of Part B.
- 4.4.1. Junior Rates A junior employee engaged at level 1, 2 or 3 in the classifications set out in subclause 5.4 shall be paid at the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55
At seventeen years	65

At eighteen years	75
At nineteen years	85
At twenty years	100

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience shall be paid the full adult rate of pay.

4.5 A casual employed in the classifications set out in subclause 5.4 shall be paid either on an ordinary or 'all-up' basis as detailed below

- (i) Ordinary Casual - An ordinary casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus:
 - (a) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
 - (b) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

An ordinary casual employee shall be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual shall be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes loadings applicable under this award for work on Saturdays, Sundays, public holidays and at night.

An all up casual employee shall be paid for a minimum engagement of one hour.

4.6. Supervisory Loadings - an employee employed in the classifications set out in Clause 5.4 who is appointed by an employer to supervise other employees shall be paid, in addition to the rates of pay prescribed in subclause 4.4. and 4.5. of this clause, the following amount per week specified in Table 5 - Other Rates and Allowances, of Part B as follows:

- (a) In charge of up to 5 employees - Item 1;
- (b) In charge of 6 and up to 10 employees - Item 2;
- (c) In charge of 11 or more employees - Item 3;
- (d) or pro rata amount per engagement for part-time and casual employees

4.7. An employee employed in the classifications set out in subclause 5.4 who is appointed by an employer to perform first aid duties and who holds a first aid certificate shall be paid, an additional amount per week, or per shift, as set out in Item 4 of Table 5 - Other Rates and Allowances, of Part B.

4.8. A part-time or full-time employee employed in the classifications set out in subclause 5.4 who is required to work more than one shift on any day shall be paid the additional allowance per day, as set out in Item 5 of Table 5 - Other Rates and Allowances, of Part B.

5. Classification Levels

5.1 Classifications (Skill/Definitions) for full-time and part-time employees at the Aquatic, Athletic and Archery Centres:

5.1.1 Level 1

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages; and

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

5.1.2 Level 2

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

- Works from instructions or procedures;
 - Has an understanding of general office procedures;
 - Co-ordinates duties under the direction of a Level III employee;
 - Provides general supervision of and assistance to Level I employees; and
 - Is capable of and may perform Level 1 duties.
- (b) Indicative of some of the tasks which an employee at this level may perform:
- Takes classes and directs leisure activities;
 - Supervises public swimming;
 - Attends to health and safety of the public;
 - Sells programs/tickets and gives change;
 - Co-ordinates events and bookings;
 - Undertakes receptionist duties;
 - Undertakes office administrative duties;
 - Attends to equipment and displays eg. pool attendant;
 - Safeguards individuals e.g. child care attendants;
 - Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.
- (c) Progression to Level III will be dependent upon availability of position and successful application.

5.1.3 Level 3

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:
- Assists in the provision of on-the-job training where applicable;
 - Exercises discretion within one's own level of skill and training;
 - Takes responsibility for the quality of one's work (subject to routine supervision);
 - Exercises good keyboard skills and knowledge of office procedures/equipment/systems; and
 - Is capable of and may perform the Level II and level I duties.
- (b) Indicative of some of the tasks which an employee at this level may perform:
- Is employed as a Gym Exercise Specialist;

Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;

Maintains machinery, plant and technical equipment;

Undertakes secretarial duties;

In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

- (c) Progression to Level IV will be dependent upon availability of position and successful application.

5.1.4 Level 4

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

- (a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employee;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties, and provides specialist input and advice into menu content and function operations.

5.2 Classifications (Skill/Definitions) for casual employees at the Aquatic, Athletic and Archery Centres:

5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

(a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

(b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg., pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

5.3 Classifications (Skill/Definitions) for casual event staff employees at the Sports Centre:

5.3.1 Level 1

- (a) An employee at this level:

Has no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Includes the initial recruit who may have limited relevant experience.

Communicates with the public in a courteous and tactful manner.

Works under close supervision and undergoes on-the-job training,

- (b) Indicative of some of the tasks which an employee at this level may perform:

would perform the function of car parking attendant, door attendant, door attendant or usher cashier (including basic clerical and office duties including answering the phone).

Upon completion of 400 hours of employment at Level 1, an employee will be reclassified to Level 2.

5.3.2 Level 2

- (a) An employee at this level:

Has undertaken structured training recognised by the Centre's management as being relevant; or

Completed 400 hours employment at the level required of a Level 1 operative or equivalent work within the leisure and recreation or venue management sector.

works in a team environment under routine supervision and assists with the provision of on-the-job training to a limited degree.

Where appropriate, holds and maintain first-aid qualifications recognised as being in accord with the safe and effective conduct of duties involving public and employee health and safety.

- (b) Indicative of some of the tasks which an employee at this level may perform:

:

Program selling/merchandise selling;

Processing ticket sales and bookings;

Conduct tours of the Centre or associated facilities;

Supervise uniform room.

5.3.3 Level 3

- (a) An employee at this level:

exercises discretion within one's own level of skill and training and has delegated responsibility for work under their control or supervision in terms of allocation of duties, co-ordinating workflows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work-related problems where required.

- (b) Indicative of some of the tasks which an employee at this level may perform:

trains new employees at Levels 1 and 2 and supervises a discrete section or group;

acts as an assistant theatre manager or event co-ordinator/client liaison, audio visual technician.

5.3.4 Level 4

- (a) An employee at this level:

is subject to broad guidance or direction,

reports to more senior staff as required.

would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision, including box office management, theatre craft, event management, publicity and promotion.

5.4 Classifications (Skill/Definitions) for gymnastics program employees at the Sports Centre:

5.4.1 Level 1

- (a) An employee at this level:

is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, occupational health and safety, equity, and quality assurance..

An employee at this level performs routine duties essentially to the level of his/her training:

exercises minimal judgement;

works under direct supervision;

- (b) whilst undertaking structured training/learning the employee may be engaged in one or more of the following duties:

- undertakes basic safety checks of equipment and the floor area;

- provides gymnastic instruction to classes by following programmed lessons/activities;

- judges gymnastic performance for Industry Levels 1-3;
- undertakes set-ups and pull-downs, under supervision;
- prepares participant injury reports.

5.4.2 Level 2

- (a) An employee at this level:

has completed the Industry recognised level of training so as to enable him/her to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of his/her training.

works from instructions or procedures and works under direct supervision either individually or in a team environment. .

- (b) is primarily engaged in one or more of the following duties:

:

- instructs classes up to Industry Level 3 ;
- develops lower level gymnastics programs/lessons;
- judges gymnastic performance for Industry Levels 1-6;
- attends external basic competitions with program participants;
- Undertakes set ups and pull downs;.

5.4.3 Level 3

- (a) An employee at this level:

has completed structured training recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

- (b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 6;
- judges gymnastic performance for Industry Levels 1-6
- develops gymnastics programs/lessons of an intermediate nature;
- attends external higher level competitions with program participants;
- certifies completion of safety checks for equipment and the floor area;
- Undertakes set ups and pull downs;

- discusses routine participant issues with parents.

5.4.4 Level 4

- (a) An employee at this level:

shall be capable of performing the indicative skills of a Level 3 employee and shall also be able to work from complex instructions:

- (b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 10;
- coordinates activities across the gymnastics floor area.
- supervises set up and pull downs;
- assesses participant ability for progression and competition participation.

5.4.5 Level 5

- (a) An employee at this level:

has an Advanced Industry qualification and is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination of employees within their respective work area to ensure delivery of service.

- (b) Indicative of some of the tasks which an employee at this level may perform:

- Instructs advanced and elite program classes;
- organises competition entry;
- develops gymnastics programs/lessons of an advanced and elite nature;
- makes decisions on participants' progression;
- works with Levels 1 to 4 to address/correct participant technique/capability/progression issues;
- discusses program and participant matters with parents;

5.4.6 Level 6

- (a) An employee at this level:

is engaged in supervising, training and co-ordinating staff and is responsible for the maintenance of service and operational standards, and exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employer's business.

would hold formal technical qualifications relevant to the employer which are required by the employer to perform the job, and

would have worked in a relevant field and have specialist knowledge and experience, sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

(b) Indicative of some of the tasks which an employee at this level may perform:

- general supervision of gymnastics centre and program;
- Instruct elite program classes;
- develop gymnastics programs/lessons of an elite nature;
- centre administration involving supervision of staff and systems and co-ordinating competitions;
- develops in-house training programs for instructors
- prepares reports for management on program performance and program initiatives,
- discusses a broad range of program/participant matters with parents.
- may represent the program or centre in external forums where requested and approved.

6. Income Protection Plan

- 6.1 All full-time, part-time and casual employees at the Aquatic, Athletic and Archery Centres, who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.
- 6.2 All Sports Centre casual event staff and gymnastic program employees employed in classifications provided in Clause 5 who are members of the union to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by The Australian Workers' Union. It is a term of this award that the employer will bear the costs of a daily premium of \$1.00 per employee per day worked to cover employees who are members of the union

7. Hours of Work

- 7.1 The Hours of Work for Aquatic, Athletic and Archery Centres', and Gymnastics Program employees at the Sports centre (excepting gymnastic program casual staff) are those outlined at subclauses 7.2 to 7.5 below. Hours of Work for Sports Centre casual event staff employees are outlined at clause 7.6. Hours of Work for Sports Centre casual gymnastic program employees are outlined at subclause 7.7.
- 7.2 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.3 The employer shall arrange the working of the thirty eight hour week in one of the following ways:
- 7.2.1 by employees working less than eight hours per day;
 - 7.2.2 by employees working less than eight hours on one or more days in each week; or
 - 7.2.3 by working up to ten hours on one or more days in the week.

- 7.4 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 7.5 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.
- 7.6 The ordinary hours of work for Sports Centre casual event staff employees shall be rostered, between the hours of 7.00 am and 11.30 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved 7 clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.7 The ordinary hours of work for Sports Centre gymnastics program casual employees shall be up to 8 hours on any shift
- 7.8 All ordinary work by a gymnastics program employee, including an ordinary casual, on a Saturday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 25 per cent of the employee's ordinary time classification rate of pay. All ordinary work by a gymnastics program employee, including an ordinary casual on a Sunday shall be paid at the ordinary time classification rate of pay plus a penalty equal to 50 per cent of the employee's ordinary time classification rate of pay.

8. Full-Time, Part-Time, Fixed Term and Casual Employees

- 8.1 An employee at the Aquatic, Athletic or Archery centres or an employee at the Sports Centre engaged in a classification under subclause 5.4 shall be engaged as either a full-time, part-time, fixed term or casual employee. Sports Centre event staff engaged under this Award shall be engaged as casual employees.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee at the Aquatic, Athletic and Archery Centres shall be paid the appropriate hourly rate as set out in Table 2 of Part B. A casual event staff employee at the Sports Centre shall be paid the hourly rate as set out in Table 3 of Part B. A casual employee at the Sports Centre engaged in a classification under Clause 5.4 shall be paid either on an ordinary or 'all-up' basis as set out in subclause 4.5
- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, paid personal carer's leave, and annual leave.
- 8.6 A casual employee, except as provided for in subclauses 8.7 and 4.5 (ii) shall receive a minimum payment of 3 hours for each engagement.
- 8.7 Casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, shall receive a minimum payment of one hour, except those so engaged at the Sydney Athletic Centre, and casual event staff at the Sports Centre engaged in a classification under Clause 5.3, who shall receive a minimum payment of 3 hours.
- 8.8 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- 8.9 A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

9. Higher Duties

- 9.1 An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Aquatic Centre) will at all times be paid at Level 3 or above.

10. Meal Breaks

- 10.1 The provisions of subclauses 10.2 to 10.6 apply to employees of the Aquatic, Athletic and Archery Centres
- 10.2 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 10.3 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.4 The employer and employee shall determine the time at which a rest break shall be taken.
- 10.5 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.
- 10.7 Sports Centre casual event staff employees who are required to work on any shift for more than 5 hours shall be entitled to a paid meal break of 30 minutes which should be taken no more than 5 hours after commencing duty.
- 10.8 Sports Centre gymnastics program employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour not more than 5 hours after commencing duty.
- 10.9 Notwithstanding the provisions of subclause 10.1 and 10.8 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.

11. Overtime

- 11.1 The provisions of subclauses 11.2 to 11.6 apply to employees of the Aquatic, Athletic and Archery Centres and Gymnastic Program staff at the Sports Centre, excluding casual gymnastic program employees.
- 11.2 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 11.3 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.4 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be at the overtime rate of time and a half for the first two hours and double time thereafter. This means each excess hour worked will entitle an employee to either one and a half or two hours as time off in lieu. All accrued time off in lieu shall be taken two months after it falls due unless there is

mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.

- 11.5 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 11.6 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.7 Overtime shall be paid to Sports Centre casual event staff employees where
- (a) the hours of work exceed 10 in any day;
 - (b) the hours of work extend beyond the time limits specified in subclause 7.6,
 - (c) the employee receives less than a 10-hour break between work on consecutive days
- 11.8 Overtime for Sports Centre casual event staff employees shall be paid on the hourly rates contained in Table 3 of Part B, based on time and one half for the first 2 hours and double time for each hour worked thereafter calculated to the nearest quarter hour.
- 11.9 Overtime for casual gymnastic program staff shall be paid on the loaded casual rate (ie 15 per cent or 30 per cent) based on time and one half for the first 2 hours and double time for each hour worked in excess of 8 hours, calculated to the nearest quarter hour.

12. Public Holidays

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any full-time or part-time employee, including a fixed term employee, who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees (but not including Sports Centre casual event staff employees) who are required to work on a public holiday shall be entitled to double time and one half for each hour work on the public holiday. Sports Centre casual event staff employees who are required to work on a public holiday shall be paid at the hourly rate applicable in Table 3
- 12.4 Full time, part time and fixed term employees who are absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- 12.6 A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Sick Leave

- 13.1 A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- 13.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 13.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

14. Personal Carer's Leave

- 14.1 Use of Sick Leave:
- 14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 13, Sick Leave, 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.
- 14.1.2 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 shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.
- 14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.
- 14.1.4 The employee shall, if required
- (a) 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, or
 - (b) 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.
- 14.1.5 In normal circumstances, an employee must not take carer's leave under this clause where another person had taken leave to care for the same person.
- 14.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) The employee being responsible for the care and support of the person concerned; and
 - (b) The person concerned being:

- (i) a spouse of the employee, or
- (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), 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
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

"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.

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

14.2 Use of Unpaid Leave:

14.2.1 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 subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

14.3 Use of Annual Leave:

14.3.1 An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, 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.

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

14.4 Use of Time Off in Lieu of Payment of Overtime:

14.4.1 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 2 months of the said election.

14.4.2 Overtime taken as time off during ordinary time hours shall be available at the rate of time and one half for the first two works worked and double time thereafter.

14.4.3 If, having elected to take time as leave in accordance with subclause 14.4.1, the leave is not taken, for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 2 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee shall be paid overtime rates in accordance with the award.

14.5 Use of Make-Up Time:

14.5.1 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.

14.6 Personal Carer's Entitlement for Casual Employees

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, 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 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

14.6.3 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 to engage a casual employee are otherwise not affected.

15. Bereavement Leave

15.1 A full-time or part-time employee, including a fixed term employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

15.2 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

15.4 Bereavement Leave for casual employees

15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, 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 subclause 14.1.6 (b).

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

15.4.3 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.

16. Parental Leave

16.1 Refer to Part 4 of Chapter 2 of the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

16.2 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.

16.3 Right to request

An employee entitled to parental leave may request the employer to allow the employee:

16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;

16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

16.3.3 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.

16.4 The employer shall 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.

16.5 Employee's request and the employer's decision to be in writing

16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.

16.6 Request to return to work part-time

Where an employee wishes to make a request under subclause 16.4, 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.

16.7 Communication during parental leave

16.7.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) 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
- (b) 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.

16.7.2 The employee shall 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.

16.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 16.7.1.

17. Leave for Matters Arising From Domestic Violence

- 17.1 For the purposes of this clause Domestic Violence means domestic violence as defined in the Crimes (Domestic and personal Violence) Act 2007
- 17.2 Leave entitlements provided for in clause 13, Sick leave and clause 14, Personal carer's leave, may be used by employees experiencing domestic violence.
- 17.3 Where the entitlements referred to in subclause 17.2 are exhausted, the employer shall grant up to five days paid special leave to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 17.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service, or a Lawyer.
- 17.5 Personal information concerning domestic violence will be kept confidential by the employer.
- 17.6 The employer, 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.

18. Terms of Engagement

- 18.1 Full-time and part-time employees at the Aquatic, Athletics and Archery Centres employed in classifications under subclause 5.1 shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

- 18.2 A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.
- 18.3 Full-time and part-time gymnastics program employees employed in classifications under subclause 5.4 shall be engaged by the week and their engagement may be terminated by the employer or employee giving one week's notice, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.
- 18.4 The provisions outlined in subclauses 18.1 and 18.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.
- 18.5 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

19. Training Wage

- 19.1 See the Theatrical Employees (Training Wage) (State) Award.

20. Payment of Wages

- 20.1 Wages will be paid fortnightly by Electronic Funds Transfer.

21. Annual Leave and Annual Leave Loading

- 21.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 21.4 Full-time and part-time gymnastics program employees employed in the classifications under subclause 5.4 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.5 The loading referred to in subclauses 21.1, 21.2, 21.3 and 21.4 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 21.6 Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.
- 21.7 Cashing out of Annual leave
- 21.7.1 Full-time and part-time employees who are entitled to annual leave of 5 weeks per annum under subclause 21.1 or subclause 21.3 shall be able to elect to cash out 1 weeks annual leave, on a single occasion, once in each calendar year. This provision does not apply to employees who accrue 4 weeks annual leave per annum under subclauses 21.2 and 21.4
- 21.7.2 Employees wishing to cash out leave shall indicate their intention in writing, or by email.
- 21.7.3 The cashing out of leave under subclause 21.7 is not available to employees, where the cashing out of leave would result in the employee's leave balance reducing to below 4 weeks at the time of cashing out.

22. Long Service Leave

- 22.1 The New South Wales Long Service Leave Act 1955 applies.

23. Consultation and Union Access

- 23.1 A meeting will be held every two months between employee representatives, the Union Official and the Executive Manager of the Sydney Olympic Park Sports Venues for the purpose of discussing matters affecting the employment, productivity and efficiency at the Sydney Olympic Park Sports Venues.
- 23.2 The Employer recognises the rights of employees to elect union delegates as their representative for the purposes of this Award and to enhance the consultative mechanism.
- 23.3 Where operational matters permit, and subject to sufficient notice to management, accredited union delegates will be allowed reasonable time in work hours to prepare for and meet with management, a union official or employees they represent on urgent matters affecting union members. Management agreement will not be unreasonably withheld.

Collective meetings of employees with a union official or accredited union delegate will be held during a lunch or other work break or outside hours unless otherwise agreed by management.

- 23.4 The Employer shall provide accredited delegates with reasonable access to the following facilities for authorised union activities
- 23.4.1 Computer for word processing and related purposes, email, telephone, photocopier, facsimile machine and a private meeting room, if and when necessary.
- 23.4.2 Access to a notice board for material authorised by the union. The Employer shall have the right to decline the posting of material at its discretion but shall not unreasonably do so.
- 23.5 Union Delegates will be allowed to undertake the following activities without deduction from ordinary time earnings, subject to operational requirements and management agreement. Management will not unreasonably withhold agreement.
- 23.5.1 Up to 6 days per annum for training courses conducted by the union or a training provider nominated by the union; or to attend union conferences or industry meetings.
- 23.5.2 Attendance at, and reasonable preparation time for, industrial proceedings that directly affects the area or employee(s) that the union delegate represents.
- 23.5.3 Presenting information on the union and union's activities at induction sessions for new employees

24. Labour Flexibility

- 24.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

25. Uniforms and Protective Clothing

- 25.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.
- 25.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

26. Tools and Equipment

- 26.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge. Any other authorised work related expenses will be reimbursed to the employee subject to satisfactory verification of the expense.

27. Change Rooms

- 27.1 The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

28. Redundancy

- 28.1 Application of this Clause.
- 28.1.1 This clause shall apply in respect of full-time and part-time employees as defined in Clause 8
- 28.1.2 This clause shall not apply to employees with less than one year's continuous service
- 28.1.3 This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

28.2 Employer to Notify and Discuss Change

28.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong

28.2.2 The employer shall discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in clause 28.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

28.2.3 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 28.2.1

28.2.4 For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 28.2.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong as early as practicable.

28.2.6 The discussions referred to in 28.2.5 shall cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, 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.

28.3 Notice of Termination of Employment

28.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 28.2.1, the employer shall give to the employee the following notice

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

28.3.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice

28.3.3 Payment in lieu of the notice in 28.3.2 shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof

28.4 Notice for Technological Change

28.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 28.2.1, the employer shall give to the employee three months' notice of termination

28.4.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

28.4.3 The period of notice required by this subclause 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.

28.5 Time Off During the Notice Period

28.5.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment

28.5.2 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 shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent

28.5.3 Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice

28.6 Transfer to Lower Paid Duties

28.6.1 Where an employee is transferred to lower paid duties for reasons set out in 28.2.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the 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 ordinary time rates for the number of weeks of notice still owing.

28.7 Severance Pay

28.7.1 Where an employee is to be terminated pursuant to clause 28, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale

Years of Service	Under 45 Years Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years and over Age 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

- (c) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and any allowances.

28.7.2 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 28.7.1 if the employer obtains acceptable alternative employment for an employee

29. Major Interruption to Operations

- 29.1 Although a rare event, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 29.2 In the first instance options for staff to work at another location will be investigated.
- 29.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 29.4 Where staff are not able to be placed in work pursuant to clause 29.2 or do not elect to access leave entitlements pursuant to clause 29.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the Industrial Relations Act 1996 for a stand down order.

30. Grievance and Dispute Resolution Procedures

- 30.1 Procedures relating to grievances of individual employees.
- 30.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 30.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 30.1.5 While a procedure is being followed, normal work must continue.
- 30.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 30.1.7 The grievance may be referred to the New South Wales Industrial Relations Commission by any party for conciliation or arbitration if the matter is unresolved following the use of the above procedure.

30.2 Procedures relating to disputes etc. between the employer and its employees.

30.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.

30.2.2 Reasonable time limits must be allowed for discussion at each level of authority.

30.2.3 While a procedure is being followed, normal work must continue.

30.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.

30.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

31. Secure Employment

31.1 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.

31.2 Casual Conversion

31.2.1 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 shall 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 clause.

31.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this 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 clause if the employer fails to comply with this notice requirement.

31.2.3 Any casual employee who has a right to elect under subclause 31.2.1, upon receiving notice under subclause 31.2.2 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 shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

31.2.4 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.

- (i) 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.

31.2.5 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 subclause 31.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 31.2.3, discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) 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 or 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.

31.2.6 Following an agreement being reached pursuant to subclause 31.2.5, the employee shall 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 shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

31.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

31.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment (in accordance with subclause 31.2.3) where the seasonal nature of the work can be demonstrated.

31.2.9 This clause does not apply to casual event staff employees at the Sports Centre in the classification described in clause 5.3

32. Work Health and Safety

32.1 Work Health and Safety

32.1.1 For the purposes of this clause, 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.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate workplace 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.

32.1.3 Nothing in clause 32 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.

32.2 Disputes Regarding the Application of this Clause

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

32.3 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.

32.4 The parties to this agreement are committed to continuous improvement in work health and safety (WHS) standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety.

In addition to initial work health and safety training for employee representatives, employee representatives may undertake one day per annum refresher training at a course, conference or seminar, chosen in consultation with the employer.

33. No Extra Claims

33.1 Subject to sub-clause 33.2, 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.

33.2

- (i) In the event that there are changes in the application of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 that have the result that superannuation guarantee charge increases are in addition to the 2.5 per cent increase in remuneration, then the parties will address the consequences and apply Wages Policy accordingly.
- (ii) If required, addressing the consequences will include consenting to the award being varied to allow for the full 2.5% increase in salaries. In addition, if the additional increases in SGC (beyond 9.25%) are delayed by the Commonwealth Parliament then the Department will consent to vary the award to reflect that change.

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

34. Anti-Discrimination

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

35. Area, Incidence and Duration

- 35.1 This award shall regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Division of the Office of Sport in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres and
 - (b) not classified as staff members of the management team.
 - (c) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Division of the Office of Sport in the classifications prescribed by this Award in connection with (whether indoors or outdoors) any fixture, event, exhibition or performance at the Sydney Olympic Park Sports Centre, or associated facilities.
 - (d) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the Government Sector Employment Act 2013 in the Sydney Olympic Park Authority Division of

the Office of Sport in the classifications prescribed by this Award, in connection with the gymnastics program, at the Sydney Olympic Park Sports Centre, or associated facilities.

- 35.2 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, the Sydney Olympic Park Archery Centre and the Sydney Olympic Park Sports Centre..
- 35.3 This award shall not apply to employees at the Sports Centre who from time to time may perform functions covered by the classification structure in subclause 5.3, who are engaged by the week..
- 35.4 This award is made following an application by The Australian Workers' Union, New South Wales under section 10 of the Industrial Relations Act 1996 and rescinds and replaces the Sydney Olympic Park Aquatic, Athletic and Archery Centres and Casual Event Staff, Sports Centre Award 2013 published on 27 September 2013 (375 IG 907) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 October 2015.

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

- 35.5 The award will operate from 1 July 2014 and remain in force until 30 June 2016.
- 35.6 The parties to this award have agreed to commence discussions for a new award 6 months prior to the nominal expiry date.

PART B

Table 1 - Rates of Pay for Full-Time Classifications under Clause 5.1

Classification Level	Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Salary from the first pay period on or after 1 July 2015 (2.50%) \$
Level 1	38,892	39,864
Level 2	43,743	44,837
Level 3	48,613	49,828
Level 4	58,319	59,777

Table 2 - Hourly Rates of Pay for Casual Employees under Clause 5.2

Classification Level	Hourly Rates from the first pay period on or after 1 July 2014 (2.27%) \$	Hourly Rates from the first pay period on or after 1 July 2015 (2.50%) \$
Level A	22.70	23.30
Level B	24.30	24.90
Level C	25.80	26.40

Table 3 - Hourly Rates of Pay for Sports Centre Casual Event Staff Employees under clause 5.3

Classification Level	Monday to Sunday from the first pay period on or after 1 July 2014 (2.27%) \$	Public Holidays from the first pay period on or after 1 July 2014 (2.27%) \$	Monday to Sunday from the first pay period on or after 1 July 2015 (2.50%) \$	Public Holidays from the first pay period on or after 1 July 2015 (2.50%) \$
Level 1	21.60	45.00	22.10	46.10
Level 2	23.20	48.40	23.80	49.60
Level 3	25.80	53.70	26.40	55.00
Level 4	30.70	63.90	31.50	65.50

Table 4 - Rates of Pay for Full-Time Classifications under Clause 5.4

Classification Level	Salary from the first pay period on or after 16 December 2012 \$	Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Salary from the first pay period on or after 1 July 2015 (2.50%) \$
Level 1	614.10	628.00	643.70
Level 2	633.60	648.00	664.20
Level 3	659.90	674.90	691.80
Level 4	682.50	698.00	715.50
Level 5	723.90	740.30	758.80
Level 6	797.90	816.00	836.40

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 5 - Other Rates and Allowances for Classifications under Clause 5.4

Item No.	Clause No.	Brief Description	Amount Per Week Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Amount Per Week Salary from the first pay period on or after 1 July 2015 (2.50%) \$
1	4.6 (a)	Supervisory loadings - up to 5 employees	26.30 per week	27.00 per week
2	4.6 (b)	Supervisory loadings - 6 to 10 employees	35.80 per week	36.70 per week
3	4.6 (c)	Supervisory loadings - 11 or more employees	48.20 per week	49.40 per week
4	4.7	First-aid allowance	12.40 per week 2.45 per shift	12.70 per week 2.50 per shift
5	4.8	Broken Shift Allowance	13.20 per day	13.55 per day

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

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**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA15/11 - Wollongong City Council Enterprise Agreement 2015-2018**

Made Between: Wollongong City Council -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA12/13.

Approval and Commencement Date: Approved 9 November 2015 and commenced 1 July 2015.

Description of Employees: The agreement applies to all employees employed by Wollongong City Council, located at 41, Burelli Street, Wollongong.

Nominal Term: 36 Months.

EA15/12 - Lake Macquarie City Council Enterprise Agreement 2014

Made Between: Lake Macquarie City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: Replaces EA15/4.

Approval and Commencement Date: Approved 13 October 2015 and commenced 1 July 2015.

Description of Employees: The agreement applies to all employees in Lake Macquarie City Council, located at 126-138 Main Road, Speers Point NSW 2284.

Nominal Term: 36 Months.