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INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 195146 of 2022)

Before Chief Commissioner Constant

4 August 2022

AWARD

Clause No. Subject Matter

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2. Title

This award shall be known as the Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2022.

3. Dictionary

- 3.1 "Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Union" means United Voice, NSW Branch.
- 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 rescinds and replaces the Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2021 published 24 December 2021 (391 I.G. 291) and all variations thereof.
- 4.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

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, e.g. 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 2021 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 6, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2022 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 paragraph 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 paragraph 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 subclause 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 subclause 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 paragraph 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 paragraph 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 paragraph 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 paragraph 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 paragraph 20.1.3 of clause 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 paragraph 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 paragraph 20.1.3 of clause 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 paragraph 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 paragraph 20.1.3 of clause 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 paragraph 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 paragraph 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 paragraph 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 paragraph 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 paragraph 26.1.4 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 2023 by a party to this Award.

SCHEDULE A

MONETARY RATES

Table 1 - Wages

Clause 9 - Wages	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$
Household Staff Grade 1		
Kitchen Hand or Useful Cleaner	853.30	874.90
Room Attendant	853.30	874.90
Dining Room Attendant	853.30	874.90
Laundry Attendant	853.30	874.90
Stores Steward	853.30	874.90
Household Staff Grade 2		

Butcher (casual)	862.90	884.70
Cook (unqualified)	862.90	884.70
Household Staff Grade 3		
Laundry Supervisor	888.90	911.40
Cook (qualified)	888.90	911.40
Dining Room Supervisor	888.90	911.40
Housekeeper/Cleaning Supervisor	888.90	911.40
Household Staff Grade 4		
First Cook (qualified)	935.00	958.70
Household Staff Grade 5		
Catering Supervisor	976.80	1001.50

Table 2 - Allowances

	Weekly Rate Effective from the first full pay period on or after 1.7.21 (2.04%) \$	Weekly Rate Effective from the first full pay period on or after 1.7.22 (2.53%) \$
Clause 12.2 Broken Shift Allowance	12.86	13.19

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1611)

SERIAL C9573

**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND
CABINET) - MUSEUM OF APPLIED ARTS AND SCIENCES
ELECTRICAL PREPARATORS AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 195822 of 2022)

Before Chief Commissioner Constant

4 August 2022

AWARD

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PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Title

- 1.1 This Award shall be known as the "Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2022".

2. Parties

- 2.1 This Award has been made between the following parties:

The Industrial Relations Secretary

Electrical Trades Union of Australia, NSW Branch

3. Definitions

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

"Conditions Award" means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

"Department" means the NSW Department of Justice.

"Department Head" means the Secretary of the NSW Department of Justice.

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

"Operative Date" means the date on which this Award is made by the Industrial Relations Commission of New South Wales and becomes legally binding on the parties.

"Staff" means and includes all persons in ongoing employment or temporarily employed under the provisions of the *Government Sector Employment Act 2013*, and who, as at the operative date of this Award were occupying one of the roles covered by this Award, or who, after that date, are appointed to or employed in one of such roles.

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

"Union" means the Electrical Trades Union of Australia, NSW Branch.

4. Intention

- 4.1 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.
- 4.2 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

5. Wage Rates

- 5.1 The wage rates paid to staff covered by this Award are specified in Table 1 - Rates of Pay of Part B, Monetary Rates.
- 5.2 These rates will move in accordance with the *Crown Employees Wages Staff (Rates of Pay) Award 2022* as varied or any replacement award.

6. General Conditions of Employment

- 6.1 Conditions of employment are regulated by the *Government Sector Employment Act 2013* and its Regulations and Rules.
- 6.2 Conditions provided by this Award are:
 - 6.2.1 The ordinary working hours shall be an average of thirty-five per week.
 - 6.2.2 All allowances previously paid to staff covered by this Award, including the Licence Allowance, Tool Allowance and Leading Hand Allowance, are to be rolled into salary.
 - 6.2.3 As from the date of effect of this Award, staff covered by this Award shall not be required to provide their own tools.

- 6.2.4 Employees will be entitled to an additional holiday on a working day nominated by the Department Head within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award 2021.
- 6.3 Conditions provided by other Awards
- 6.3.1 Conditions of employment not regulated by this clause shall be covered by the Crown Employees (Skilled Trades) Award 2021 except for Overtime, Travelling Compensation and Excess Travelling Time for which provisions of the Conditions Award shall apply and;
- 6.3.2 Any other conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award 2022 shall be provided by the Conditions Award as varied.
- 6.4 Where there is any inconsistency between this Award, the Crown Employees (Skilled Trades) Award 2022 and the Conditions Award this Award shall prevail to the extent of the inconsistency.
- 6.5 Flexible Working Hours
- Flexible Working Hours: The Museum of Applied Arts and Sciences Flexible Working Hours Agreement of 1999 shall govern the employees covered under this award in terms of the hours of duty and flexible working hours.
- 6.6 Union Deduction
- Subject to a staff member making written authorisation, the Department shall deduct from the staff member's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

7. Consultative Committee

- 7.1 The Museum of Applied Arts and Sciences ETU/Management Consultative Committee shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Secretary of the Museum of Applied Arts and Sciences with regard to any matters regarding the implementation of this Award.
- 7.2 The ETU/Management Consultative Committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 7.3 Should the parties to the ETU/Management Consultative Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 8 will be followed.

8. Grievance and Disputes Settling Procedures

- 8.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 8.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

- 8.4 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.
- 8.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 8.6 The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- 8.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 8.8 A staff member, at any stage, may request to be represented by the Association.
- 8.9 The staff member or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- 8.10 The staff member, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 8.11 Whilst the procedures outlined in subclauses 8.1 to 8.10 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 staff member or member of the public.

9. Classification Standards

- 9.1 A role falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below. Progression in each level is detailed below.
- 9.1.1 Electrical Preparator Grade 1: There are three salary levels for incremental progression. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 9.1.2 Electrical Preparator Grade 2: There is a soft barrier from Grade 1. Progression will be determined by satisfactory attendance after 12 months at the Year 3 level of Grade 1, availability of work at the higher level of duties as specified in the role description and satisfactory performance of the higher level of duties. Approval for progression will be in accordance with the Museum of Applied Arts and Sciences' Delegation Manual. There are 2 salary levels in Grade 2. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 9.1.3 Senior Electrical Preparator: This is a promotional role and there are two levels in this classification. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.

10. Anti-Discrimination

- 10.1 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.

- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not 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 that, by its terms or operation, has a direct discriminatory effect.
- 10.3 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.
- 10.4 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 or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 10.5 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 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."

11. Area Incidence and Duration

- 11.1 This Award applies to all staff of the Museum of Applied Arts and Sciences who are currently employed in the classifications defined in Part B, Table 1 of the Crown Employees (Skilled Trades) Award 2022.
- 11.2 This Award rescinds and replaces the Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2021 published 24 December 2021 (391 I.G. 323) and all variations thereof.
- 11.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

12. No Extra Claims

- 12.1 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 2023 by a party to this Award.

13. Savings and Rights

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Clause 5 - Wage Rates	From the first full pay period on or after 1.7.21 (2.04%) (per year) \$	From the first full pay period on or after 1.7.22 (2.53%) (per year) \$
Electrical Preparator - Grade 1		
Year 1	65,744.00	67,407.00
Year 2	67,552.00	69,261.00
Year 3	69,444.00	71,201.00
Electrical Preparator - Grade 2		
Year 1	72,076.00	73,900.00
Year 2	74,893.00	76,788.00
Senior Electrical Preparator - Grade 1		
Year 1	77,979.00	79,952.00
Year 2	79,398.00	81,407.00

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - ROYAL BOTANIC GARDENS AND DOMAIN TRUST
BUILDING AND MECHANICAL TRADES EMPLOYEES) AWARD
2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 195907 of 2022)

Before Chief Commissioner Constant

4 August 2022

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Effects of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
6.	Wage Rates
7.	General Conditions of Employment
7A.	School Based Apprentices
8.	Consultative Committee
9.	Dispute Resolution Procedures
10.	Classification Standards
11.	Anti-Discrimination
12.	Salary Packaging Arrangements including Salary Sacrifice to Superannuation
13.	Area, Incidence and Duration
14.	No Extra Claims
15.	Savings and Rights

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Title

- 1.1 This Award shall be known as the Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2022.

2. Parties

2.1 This Award has been made between the following parties:

The Industrial Relations Secretary for the Office of Environment and Heritage (OEH);

Construction, Forestry, Mining Energy Union (New South Wales Branch); and

The New South Wales Plumbers and Gasfitters Employees' Union.

3. Definitions

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

"Award" means this Award.

"OEH" means the Office of Environment and Heritage.

"Organisation" means the Office of Environment and Heritage.

"Chief Executive" means the Chief Executive of the Office of Environment and Heritage.

"Employee" means and includes all persons employed under the provisions of the *Government Sector Employment Act 2013* and who have been assigned to a role covered by this Award.

"Operative Date" means the date on which this Award is made by the Industrial Commission of New South Wales and becomes legally binding on the parties.

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

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

"Union" means the:

Construction, Forestry, Mining Energy Union (CFMEU); and

Communications Electrical Electronic Energy Information Postal Plumbing and Allies Services Union of Australia (CEPU Plumbers Division NSW Branch);

having regards for their respective coverage.

4. Intention

4.1 It is intended that this Award will align the wages of the employees employed under this Award with the employees employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016 published 13 May 2022 (391 I.G. 1222).

4.2 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.

4.3 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the employees, and the community.

5. Effect of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

- 5.1 The parties agree:
- 5.1.1 Overtime - The overtime provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied, or any replacement Award shall apply to all employees covered by this Award.
- 5.1.2 Travelling Compensation - The travelling compensation provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or any replacement Award shall apply to all employees covered by this Award.
- 5.1.3 The provisions of paragraphs 5.1.1 and 5.1.2 shall apply in lieu of the provisions of the Crown Employees (Skilled Trades) Award 2022, as varied or replaced, in respect of Excess Fares and Travelling Time, and Overtime.
- 5.2 Conditions of employment for employees covered by this Award are to be regulated by the following hierarchy:
- (i) this Award where stated; or
 - (ii) the Crown Employees (Skilled Trades) Award 2022 where not regulated by this Award; or
 - (iii) any conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award 2022 shall be provided by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.
- 5.3 Where there is an inconsistency between this Award, the Crown Employees (Skilled Trades) Award 2022 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, this Award shall prevail to the extent of the inconsistency.

6. Wage Rates

- 6.1 The wage rates paid to employees covered by this Award are specified in Part B, Rates and Allowances, Table 1.
- 6.2 Apprentice trades employees shall be paid a percentage of the rate of pay applicable to Level Five Year 1:

Year One	45%
Year Two	60%
Year Three	75%
Year Four	85%

7. General Conditions of Employment

- 7.1 Except as otherwise provided in this Award, employees shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the Act.
- 7.2 The ordinary working hours shall be an average of 38 hours per week worked over a four (4) week settlement period.
- 7.3 Rostered Days Off - rostered days off (RDOs) shall be taken on days set by mutual agreement between employees and management. Where mutual agreement is not reached between employees and management as to the date on which the employee's RDO is to be taken, then the employee shall be entitled to take the day set by the Industry as the RDO for that month.
- 7.3.1 The parties agree that a nine-day fortnight will operate. The additional RDO shall be taken on a day agreed to by the parties to this Award.

- 7.3.2 Employees may, by mutual agreement with management, accrue up to three (3) RDOs in any one year.
- 7.4 Allowances
- 7.4.1 The parties agree that all allowances previously paid to employees covered by this Award, including the Pager Allowance, have been rolled into salary with the exception of the allowances in paragraphs 7.4.2, 7.4.3 and 7.4.4, the rates for which are specified in Table 2 - Allowances of Part B, Rates and Allowances.
- 7.4.2 Chokage Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to perform chokages.
- 7.4.3 Asbestos Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to work with asbestos.
- (i) The parties agree that employees who are required to work with asbestos will be provided with the appropriate safety equipment.
- (ii) The parties also agree that employees have the right to refuse to work with asbestos if it is considered that such work is too hazardous to safely work with.
- 7.4.4 Plumbers' Licence Allowance and Plumbers' Registration Allowance - the allowances will be paid to employees required to act on such a Licence.
- 7.4.5 Having regard to clause 6.1 of this Award, allowances contained in Part B, Table 2 have been increased by 2.53% per annum from the first pay period on or after 1 July 2022.
- 7.5 Emergency Call-outs - Where an employee covered by this Award is called out after hours to respond to an emergency alarm, they shall be paid a minimum of four hours overtime.
- 7.6 Employees covered by this Award are not required to provide their own tools.
- 7.7 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award 2022.
- 7.8 Subject to an employee making written authorisation, the Royal Botanic Gardens shall deduct from the employee's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

7A. School Based Apprentices

7A.1 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.

7A.2 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 7A.2(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.

7A.3 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.

7A.4 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.

7A.5 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.

8. Consultative Committee

- 8.1 A Royal Botanic Gardens and Domain Trust Joint Consultative Committee Sub-committee (the Sub-committee) shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Executive Director of the Royal Botanic Gardens and Domain Trust with regard to:
 - (i) implementation of the classification levels and progressions between classification levels as provided in clause 10, Classification Standards.
 - (ii) any other matters regarding the implementation of this Award.
- 8.2 The Sub-committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 8.3 Should the parties to the Sub-committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in clause 9 - Dispute Resolution Procedures, will be followed.

9. Dispute Resolution Procedures

- 9.1 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:
 - 9.1.1 Should any dispute or difficulty arise or is considered likely to occur, in a particular workplace, the matter is discussed between the employee and the supervisor involved as soon as is practicable.
 - 9.1.2 The supervisor will discuss the matter with the employee(s) and/or the union delegate of the employee's representative within a reasonable time frame with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for processing.
 - 9.1.3 Should the matter remain unresolved, or should the matter be of a nature which involves multiple workplaces, then the employee, union delegate and/or union official or employee's representative may raise the matter with the Curator/Manager with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

- 9.1.4 Where the procedures in paragraph 9.1.3 do not lead to a resolution of the dispute, question or difficulty, the matter will be referred to senior representatives of the Royal Botanic Gardens and Domain Trust management. The parties 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.
- 9.1.5 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission.
- 9.1.6 Notwithstanding the intention of the parties to follow the steps in this clause, it is acknowledged that there may be limited circumstances where the parties may directly seek the assistance of the Industrial Relations Commission.

10. Classification Standards

- 10.1 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below.

10.2 Broadbanding Classifications

10.2.1 For the purposes of this Award, Level 5/6 is a broadbanded classification. Progression between Levels 5 and 6 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.

10.2.2 For the purposes of this Award, Level 7/8 is a broadbanded classification. Progression between Levels 7 and 8 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.

- 10.3 The following classification levels will apply in each Administrative Unit:

10.3.1 Level 5

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

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised trades certificate or equivalent, or be able to demonstrate equivalent prior learning and possess the relevant interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level duties; and/or
 - (ii) provide visitor assistance; and/or
 - (iii) supervise apprentices; and
 - (iv) communicate with supervisors and other employees; and/or

10.3.2 Level 6

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

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised trades certificate, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:

- (i) perform advanced trade level duties; or
 - (ii) supervise apprentices; and
 - (iii) communicate with supervisors and other employees; and/or
 - (iv) communicate semi-technical information to the public.
- (c) Fulfil the requirements for progression to Level 6 based on the assessment and appeals processes that are to be agreed between the parties.

10.3.3 Level 7

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

- (a) Work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate, and have the skills and relevant supervisory experience required to:
 - (i) manage a small specialist work area as an individual or as the leader of a small team of employees (normally less than 6 employees) - supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of limited complexity; and
 - (iv) document and communicate technical data and information to other employees and/or the public.

10.3.4 Level 8

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

- (a) Work independently on assigned specialist work and/or lead a team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate and have the skills and relevant supervisory experience required to:
 - (i) manage a specialist work area as an individual or as the leader of a team of employees - supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of some complexity; and
 - (iv) document and communicate technical data and information to employees and/or the public.
- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes that are to be agreed between the parties.

11. Anti-Discrimination

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

12. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 12.1 The entitlement to salary package in accordance with this clause is available to:
- 12.1.1 ongoing full-time and part-time employees;
 - 12.1.2 temporary employees, subject to the OEH's convenience; and
 - 12.1.3 casual employees, subject to the OEH's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 12.7.
- 12.2 For the purposes of this clause:
- 12.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6 - Wage Rates, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 12.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll

deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 12.3 By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 12.3.1 a benefit or benefits selected from those approved by the Secretary; and
 - 12.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 12.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 12.5 The agreement shall be known as a Salary Packaging Agreement.
- 12.6 Except in accordance with sub-clause 12.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Executive Officer at the time of signing the Salary Packaging Agreement.
- 12.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 12.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 12.7.2 where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - 12.7.3 subject to the OEH's agreement, paid into another complying superannuation fund.
- 12.8 Where the employee makes an election to salary sacrifice, the OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 12.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 12.9.1 *Police Regulation (Superannuation) Act 1906*;
 - 12.9.2 *Superannuation Act 1916*;
 - 12.9.3 *State Authorities Superannuation Act 1987*; or
 - 12.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the OEH must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 12.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 12.9 of this clause, the OEH must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

- 12.11 Where the employee makes an election to salary package:
- 12.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - 12.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Wage Rates, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 12.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 12.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

13. Area Incidence and Duration

- 13.1 This Award will apply to employees assigned to a role in classifications covered by Construction, Forestry, Mining Energy Union and Communications Electrical Plumbing Union - Plumbers Division NSW, within the Royal Botanic Gardens Trust Division employed in the OEH.
- 13.2 This Award rescinds and replaces the Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2021 published 24 December 2021 (391 I.G. 312) and all variations thereof.
- 13.3 This award has a nominal term of 12 months from 1 July 2022 to 30 June 2023 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

14. 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 2023 by a party to this Award.

15. Savings and Rights

- 14.1 At the time of making this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss of or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 14.2 Should there be a variation to the Crown Employees (Skilled Trades) Award 2022 or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award 2016 or any Award replacing those Awards, the employees covered by this Award will maintain the same rates of pay relationship to the classifications covered by the Crown Employees (Skilled Trades) Award 2022 or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award 2016 either by an application for variation, or by the making of a new Award.

PART B**RATES AND ALLOWANCES****Table 1 - Rates of Pay**

Classification	From the first full pay period on or after 1.7.21 (2.04%) \$	From the first full pay period on or after 1.7.22 (2.53%) \$
Apprentice		
Year 1 38 hpw	29,607.00	30,356.00
Year 2 38 hpw	39,476.00	40,475.00
Year 3 38 hpw	49,345.00	50,593.00
Year 4 38 hpw	55,924.00	57,339.00
Trades Level 5/6		
Yr 1 38 hpw	65,791.00	67,456.00
Yr 2 38 hpw	67,554.00	69,263.00
Yr 3 38 hpw	69,446.00	71,203.00
Yr 4 38 hpw	71,370.00	73,176.00
Trades Level 7/8		
Yr 1 38 hpw	73,395.00	75,252.00
Yr 2 38 hpw	75,588.00	77,500.00
Yr 3 38 hpw	77,980.00	79,953.00
Yr 4 38 hpw	81,158.00	83,211.00

Table 2 - Allowances

Clause No.	Allowance effective first pay period on or after	From the first full pay period on or after 1.7.21 (2.04%) \$	From the first full pay period on or after 1.7.22 (2.53%) \$
	Brief Description		
7.4.2	Chokage (per hour)	1.33	1.36
7.4.3	Asbestos (per hour)	1.06	1.09
7.4.4	Plumbers Licence (per hour)	1.85	1.90
7.4.4	Plumbers Registration (per hour)	1.05	1.08

N. CONSTANT, *Chief Commissioner*

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SERIAL C9571

CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 195714 of 2022)

Before Chief Commissioner Constant

4 August 2022

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Enterprise Consultation
9.	Additional Rates
10.	Shift Allowances
11.	Saturday and Sunday Work During Ordinary Hours
12.	Payment of Wages
13.	General Conditions
14.	Travelling Time and Expenses
15.	Outside Duties
16.	Lifting of Weights
17.	Sunday Work
18.	Overtime
19.	Call Back
20.	Mixed Functions
21.	Sick Leave/Personal Carer's Leave
22.	Public Holidays
23.	Recreation Leave
24.	Family and Community Services/Personal Carer's Leave
25.	Parental Leave
26.	Extended Leave/Long Service Leave
27.	Other Forms of Leave
28.	Anti-Discrimination
29.	Dispute Resolution
30.	Non-Reduction of Existing Wages
31.	Exemptions
32.	Deduction of Union Membership Fees
33.	No Extra Claims
34.	Area, Incidence and Duration

PART B

MONETARY RATES

2. Monetary Rates

Table 1 - Rates of Pay

Table 2 - Allowances

3. Definitions

Act means the *Government Sector Employment Act 2013*.

Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.

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 (5), Hours.

Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.

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

Day means the period from midnight to midnight.

Head means as defined in the Act in respect of a Public Service agency.

Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.

General Services Officer Grade 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition, they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

General Services Officer Grade 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

General Services Officer Grade 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

- (a) Pick up and delivery of parcels, goods and furniture
- (b) General maintenance of departmental cars and parking areas
- (c) Furniture removal and storage
- (d) Driving of departmental motor vehicles as required including loading and unloading
- (e) Relief security duties
- (f) or clerical functions as required

- (g) or cleaning and gardening as required
- (h) Other duties as required
- (i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

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,
- (c) to monitor a single closed circuit television unit recording from a stationary camera,
- (d) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

Security Officer - Grade 2

Means a person who is employed as one of the following:

- (a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform his/her designated duties is required, as an integral part of those duties, to use a motor vehicle, or
- (b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

- (c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

Security Officer - Grade 3

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 -

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 mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person, who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.

Union means the United Voice - New South Wales Branch.

Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

4. Contract of Employment

- (i) Employees under this award shall be engaged either as weekly employees, part-time employees, or casual employees.
- (ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.
- (iii) The employer shall clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.
- (iv) The employment of any employee other than a casual employee shall be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.
- (v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week shall only be terminated by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or serious misconduct and then shall be liable for payment only up to the time of dismissal.
- (viii) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

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

Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute harsh, unjust, or unreasonable termination of employment. This definition, without limiting the above, applies except

where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.

- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment an employee shall return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.
- (xi) Mechanisation and Technological Changes - Three months' notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated 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. This applies notwithstanding the provisions of subclauses (iii) and (iv).
- (xii) If there is a failure to give such notice in full:
 - (a) the employee shall be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, 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 shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, *Government Sector Employment Act 2013* or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, and the Secretary of United Voice - New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

5. Hours

- (i) Security Officers: (Other than Caretakers)
 - (a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers shall not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours shall be worked in not more than twenty shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration and only one shift shall be worked in any period of twenty-four hours.
 - (b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (iii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
 - (c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.
 - (d) In all cases shifts shall be continuous and time shall start from the commencement of the shift.
 - (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and shall be paid for as such.

(ii) Caretakers:

- (a) The ordinary working hours, exclusive of meal breaks, shall be an average of 38 per week. The hours shall be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours shall be an average of 38 per week. The hours shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

- (b) The employer shall fix the time for working such hours on such days in one, two or three shifts.

(iii) General Service Officers Grade 2 & 3, (Cleaners and Basement Attendants)

The ordinary working hours, exclusive of meal breaks, shall not exceed an average of thirty-eight per week. Such hours shall be worked as follows -

- (a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours shall be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.
- (b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.
- (c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.
- (d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.
- (e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.
- (f) In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week which shall be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c),(d) and (e) of this subclause.

(iv) General Services Officer Grade 1

The ordinary working hours, exclusive of meal times, shall not exceed an average of thirty-eight per week or eight per day. Such hours shall be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours shall be an average of 38 per week, which shall be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

(v) Casual Employees

For casual employees the ordinary working hours shall not exceed eight hours on any day or night or shift without the payment of overtime.

(vi) Meal Breaks: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. The provisions of this subclause shall also apply to Caretakers (Security Officer Grade 2).

6. Rostered Days Off Duty

(i) Four-Week Work Cycle - Accrual Provisions:

(a) Shiftworkers - Weekly Employees

Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift shall be paid for at the appropriate shift rate as prescribed by clause 10, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours shall be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken as provided in subclause (iii) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, shall be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

(a) Rostered days off shall be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.

(b) Except as provided by paragraph (c) of this subclause, at least four weeks notice shall be given to an employee of the weekday he/she is to be rostered off duty.

(c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.

(d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.

(e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement, the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostering - Four Week Cycle, of this clause, any employee required to work on their rostered day off shall only be paid in accordance with the provisions of clause 18, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

7. Rates of Pay

Rates of pay and allowances for classifications covered by this Award are provided for by the Crown Employees Wages Staff (Rates of Pay) Award 2022 or any instrument replacing such.

(i) Weekly Employees - A weekly employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.

(ii) Part-Time Employees -

General Services Officer Grade 2 (Cleaners)

- (a) Part-time employees shall be paid at an hourly rate as set out in Table 1 of Part B for all ordinary time worked and for all paid leave.
- (b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.
- (c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part Time Employees:

- (a) For each hour worked during ordinary time, part time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.
- (b) The hourly equivalent for the purposes of this subclause shall be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.
- (c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

A minimum payment of three hours shall be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500 square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

- (iii) Casual Employees:
- (a) A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.
 - (b) A minimum payment of four hours shall be made for each start in the case of security officers and three hours for each start in the case of all other employees.
- (iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, shall be calculated to the nearest whole cent.

8. Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

9. Additional Rates

- (i) Leading Hands Allowance:
- Employees placed in charge of other employees shall be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages.
- (ii) Qualification Allowance:
- An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, shall be paid an additional weekly amount as set out in Item 2 of Table 2. This amount shall be part of the ordinary rate of pay for all award purposes.
- (iii) First Aid Allowance:
- An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant shall be paid an additional weekly amount as set out in Item 3 of Table 2.
- (iv) Boiler Attendant's Certificate
- An employee required to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.
- (v) Refrigeration Driver's Certificate
- An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) shall be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.
- (vi) Contingency Allowance:
- Employees engaged on any or all of the following duties
- (a) refuse disposal and/or sorting for incinerators and furnaces,
 - (b) cleaning of ablution facilities,
 - (c) clearing of minor plumbing blockages,
 - (d) receiving appropriate stores or minor repair of non-electrical equipment,
- shall be paid a weekly allowance as set out in Item 6 of Table 2.

(vii) Toilet Allowance:

An employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling shall be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) Multi-Purpose Machines Allowance:

Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts shall whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) Furniture Removal Allowance:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) Torches:

Where an employee is required to carry a torch, it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) Laundry Allowance:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause shall apply to shifts worked in accordance with the provisions of clause 5 (i)(b), Hours of this Award.

(xii) Locomotion Allowance:

An employee required by the employer to use a motor cycle or other motor vehicle shall have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they shall be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer shall reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment shall be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance shall only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) Motor Vehicle Allowances:

- (a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid additional rates as set out in Item 13 of Table 2.
- (b) The rates contained in paragraph (a) are based on and shall move in accordance with the "Official Business Rate" payable under the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied, or any variation or replacement award.
- (c) Where public transport is available employees may use such transport for approved travel and be reimbursed with the costs incurred.
- (d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 13 of Table 2 up to the cost of the available public transport.
- (e) An employee receiving a motor vehicle allowance pursuant to this subclause shall not also receive a locomotion allowance under Item 12 of Table 2.

10. Shift Allowances

- (i) The following additional allowances for shift work shall be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in 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) Caretakers:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

- (iii) Broken Shifts

- (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 15 of Table 2 of Part B, of the Award for each day so worked.
- (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B, of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause shall not receive the allowances provided for under subclause (i) and (ii) of this clause.

11. Saturday and Sunday Work During Ordinary Hours

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:

Saturday Work	time and one-half
Sunday Work	double time

- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 10, Shift Allowances, of this award.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

12. Payment of Wages

- (i) All wages shall be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.
- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) An employee kept waiting for wages on a payday shall be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.
- (iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.
- (v) Casual employees shall be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

13. General Conditions

- (i) Security Officers - All Grades
 - (a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the *Security Industry Act 1997* shall have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.

- (b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the *Security Industry Act 1997* (and Regulations), shall have the costs of such training courses reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph (a) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.

Employees shall be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee shall be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance shall not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this Award.

- (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.
- (ii) Security Officer Grade 2(b) and 2(c)
- (a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction shall not be more than the amount set out in Item 16 of Table 2.
 - (b) An employer shall not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.
- (iii) General
- (a) Accommodation for Meals: Employers shall allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food.

This provision shall not apply to mobile security officers.
 - (b) 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.
 - (c) Means of Exit: Provision shall be made for an exit for night employees in case of necessity.
 - (d) Protective Clothing: In complying with the *Work Health and Safety Act 2011* the following clothing and equipment will be issued. The clothing shall remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.
 - (e) Work Clothing: Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

14. Travelling Time and Expenses

Where an employee is sent to work at a place other than their employer's recognised place of business, the employer shall pay all travelling time from the 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 shall pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required

by the employer to attend a court or inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

15. Outside Duties

All employees covered by this award shall clean outside as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the *Work Health and Safety Act 2011* must be complied with.

16. Lifting of Weights

An employee shall not be required to lift by hand or carry weights in a manner that does not accord with the provisions of Chapter 4, Part 4.2, Hazardous Manual Tasks of the Work Health and Safety Regulation 2011.

17. Sunday Work

An employee required to perform work on a Sunday shall be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

18. Overtime

- (i) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday shall be paid for at the rate of double time.
- (ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time shall be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B, Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.
- (iii) Where overtime or extra shifts are required to be worked, preference shall be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.
- (iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, shall be as set out below:
 - (a) for shift workers, eight hours, including the normal changeover time if any;
 - (b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee shall be paid at double ordinary time until released from duty. The employee shall be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.

- (v) For the purposes of this clause ordinary hours shall be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

19. Call Back

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment shall apply whether the employee was notified before or after leaving the place of employment.

This clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The employee shall be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given

shall be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

20. Mixed Functions

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 shall be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.

An employee who is required to perform work temporarily for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. Any work of less than one week's duration shall be deemed temporary.

This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

21. Sick Leave/Personal Carer's Leave

- (i) The entitlement to sick leave shall be as follows:
- (a) Employees:
- (1) Shall be entitled to 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
 - (2) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Head in respect of the absence.
 - (3) An employee shall be put on notice in advance if required by the Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (b) Ministerial Employees engaged under Ministerial Authority: in accordance with the Uniform Leave Conditions
- (ii) Use of sick leave to care for a sick dependant - general
- When family and community service leave, as outlined in clause 24 is exhausted, the sick leave provisions under clause (i) may be used by an employee to care for a sick dependant.
- (iii) Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) the employee being responsible for the care and support of the person concerned, and
 - (2) the person concerned being:
 - (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 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:
- (i) 'relative' means a person related by blood, marriage or affinity;
- (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) 'household' means a family group living in the same domestic dwelling
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

22. Public Holidays

- (i) The days on which the following holidays are observed shall be 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 and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.
- (ii) Except as hereinafter provided -
- (a) Employees on weekly hiring shall be entitled to the above holidays without loss of pay;

- (b) Employees shall be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) 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 working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. 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.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.
 - (b) Where the worker is required to work on that day, the employer shall pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.
 - (c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee shall also be entitled to an additional payment for each day accrued under this clause at the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

23. Recreation Leave

- (i) The entitlement to recreation leave shall be as follows:
 - (a) Employees: in accordance with the Conditions Award.
 - (b) Ministerial employees engaged under Ministerial authority: in accordance with the Uniform Leave Conditions.
- (ii) Caretakers and Seven-Day Shift Workers -
 - (a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave:

If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.
 - (b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.
- (iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and /or holidays on which the employee may be regularly rostered for work.

Redundant as leave is provided in (i)

24. Family & Community Services Leave

- (i) The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessity
- (ii) Family and Community Services Leave replaces Short leave.
- (iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
 - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period
- (iv) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subparagraph 21(iii)(a)(2).

25. Parental Leave

The entitlement to parental leave shall be as follows:

- (a) Employees: in accordance with the Conditions Award
- (b) Ministerial employees engaged under Ministerial Authority, in accordance with the Uniform Leave Conditions.

26. Extended Leave/Long Service Leave

- (i) The entitlement to extended leave/long service leave shall be as follows:
 - (a) Employees: in accordance with the Act and the Government Sector Employment Regulation 2014.
 - (b) Ministerial employees engaged under Ministerial authority in accordance with the Uniform Leave Conditions.

27. Other Forms of Leave

- (i) Employees: in accordance with the Public Sector Employment and Management (General) Regulation 1996 and the Conditions Award, or Any Replacement Award,
- (ii) Ministerial employees engaged under Ministerial Authority: see Uniform Leave Conditions.

28. 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.
 - (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

29. Dispute Resolution

Any dispute shall be dealt with in the following manner:

- (i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.
- (iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.
- (iv) Failing agreement, the claim, issue or dispute shall be referred to the Industrial Relations Commission of New South Wales for resolution.
- (v) All work shall continue normally while the above procedures are taking place.

30. Non-Reduction of Existing Wages and Conditions

Wages and Conditions

- (i) Employees still in receipt of a 20% part-time loading shall continue to receive such loading under the protection of the *Public Sector Employment and Management Act 2002*.
- (ii) Existing employees as at 31 January 1992 shall not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

31. Exemptions

- (i) This award shall not apply to persons currently employed in terms of Determination No. 768 of 1982 - Security Officers and Senior Security Officers, Various Departments, made pursuant to Section 130 of the *Public Sector Employment and Management Act 2002* or any variation or replacement thereof.

32. Deduction of Union Membership Fees

- (i) The Union shall provide the employer with a schedule setting out the Union's 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 employees' pay will 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 Department of Education 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.

33. 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 2023 by a party to this Award.

34. Area, Incidence and Duration

This award shall apply to:

- (i)
 - a. all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and

separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees; and

- b. any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by this award on that date will continue to be covered by this award,

who are employed in the classifications contained in this Award or under Ministerial Authority.

- (ii) This award rescinds and replaces the Crown Employees (Security and General Services) Award 2021 published 24 December 2021 (391 I.G. 329).
- (iii) This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) Award 2022.

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$
Classification		
Security Officer		
Grade 1	956.80	981.00
Grade 2	990.40	1015.50
Grade 3	1035.70	1061.90
General Services Officer		
Grade 1	853.90	875.50
Grade 2	927.40	950.90
Grade 3	956.80	981.00
Part-time Employees (Per hour) -		
General Services Officer Grade 2 (Cleaners)	26.40	27.10

Application to school based employees of the Department of Education

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$
Classification		
Security Officer		
Grade 1	1031.40	1057.50
Grade 2	1067.20	1094.20

Table 2 - Work Related Allowances

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.21 (2.04%) \$	From the first full pay period on or after 1.7.22 (2.53%) \$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	41.00	42.00
	6 - 10 employees	46.60	47.80
	11-15 employees	60.80	62.30
	16-20 employees	70.20	72.00
	Over 20 employees - for each employee over 20 an additional amount is paid	70.20 0.50	72.00 0.51
(ii)	Qualification allowance (per week)	27.60	28.30
(iii)	First Aid Allowance (per week)	21.20	21.70
(iv)	Boiler Attendants Certificate (per week)	17.90	18.40
(v)	Refrigeration Drivers Certificate (per week)	17.90	18.40
(iv)	Contingency Allowance (per week)		
	1-10 Hours per week	11.40	11.70
	11 to 25 hours per week	17.50	17.90
	26 to 38 hours per week	23.60	24.20
(vii)	Toilet allowance (per week)	14.00	14.40
(viii)	Multi-Purpose Machines Allowance - per shift	3.88	3.98
(ix)	Furniture removal allowance - per shift	3.46	3.55
(x)	Torches - per shift	1.10	1.13
(xi)	Laundry allowance - per shift	2.36	2.42
(xii)	Locomotion allowance - per shift	37.55	38.50
(xiii)	Bicycle allowance - per shift	2.99	3.07
Clause 10. Shift Allowances			
(iii)(a)	Broken Shifts allowance (per day)	17.24	17.68
(iii)(b)	Excess Fares allowance (per week)	10.90	11.20
Clause 13. - General Conditions			
(iii)	Accommodation deduction (per week)	21.50	22.00

Application to school based employees of the Department of Education

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.21 (2.04%) \$	From the first full pay period on or after 1.7.22 (2.53%) \$
(i)	Leading Hands Allowance (per week)		
	1 - 5 employees	44.30	45.40
	6 - 10 employees	50.00	51.30
	11-15 employees	65.60	67.30
	16-20 employees	75.80	77.70
	Over 20 employees - for each employee over 20 an additional amount is paid	75.80 0.54	77.70 0.55

(v)	Contingency Allowance (per week)		
	1-10 Hours per week	12.20	12.50
	11 to 25 Hours per week	18.80	19.30
	26 to 38 Hours per week	25.40	26.00

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SKILLED TRADES) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 198224 of 2022)

Before Chief Commissioner Constant

4 August 2022

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

Clause No.	Subject Matter
1.	Definitions
2.	Hours - Day Workers
3.	Rates of Pay
4.	Allowances
5.	Tool Allowance
6.	Leading Hands
7.	Mixed Functions
8.	Excess Fares and Travelling Time
9.	Overtime
10.	Shift Work
11.	Holidays and Sunday Work
12.	Payment of Wages
13.	Contract of Employment
13A	School Based Apprentices
14.	Distant Work
15.	Chokages
16.	Special Conditions
17.	Hygiene and Safety First-Aid Outfit
18.	Conveniences
19.	Piecework
20.	Damage to Clothing or Tools
21.	Sharpening Tools
22.	Special Tools and Clothing
23.	Insurance of Tools
24.	Exhibition of Award
25.	Anti-Discrimination
26.	Carer's Leave
27.	Union Delegates
28.	Dispute Resolution
29.	Transport of Employee's Tools
30.	Picnic Day
31.	General Leave Conditions and Accident Pay
32.	Deduction of Union Membership Fees
33.	Work Health and Safety for Employees of Labour Hire Employers
34.	No Extra Claims
35.	Area, Incidence and Duration

PART B**RATES AND ALLOWANCES**

Table 1 - Rates of Pay

Table 2 - Tool Allowances

Table 3 - Allowances

PART A

This award shall be known as the Crown Employees (Skilled Trades) Award 2022.

1. Definitions

- 1.1 For the purpose of this award, the definitions of the various classes specified in clause 3, Rates of Pay, of this award, shall be those which are contained in the respective State Craft Awards in relation to similar classes.
- 1.2 "Plant Mechanic" shall mean a Worker engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earthmoving or similar operation.
- 1.3 Mechanical Tradesperson - Special Class means a Mechanical Tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles. They must be able in the course of such work to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson must have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems to enable the carrying out of such work with minimum supervision and technical guidance; and

Additionally, they must have satisfactorily completed a prescribed post-trades course or reached a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

- 1.4 Electronic Tradesperson - for the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.
- 1.4.1 "Electronic Tradesperson" means an electrical tradesperson who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronic Tradesperson, the employee must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronic tradesperson, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition;

- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2. Hours - Day Workers

- 2.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

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 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day as to the usual rostered day off (RDO).

The agreement regarding the substituted day shall be made at least seven (7) clear days prior to the date of the RDO.

Where an employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

Provisions of subclause 2.5 shall not apply where 7 days clear notice is given in accordance with subclause 2.1 of this clause.

No later than the 1st December each year the employer organisation and the Unions NSW Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in clause 11, Holidays and Sunday Work, of the award.

- 2.2 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day 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 employee.
- 2.3 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 2.4 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 2.5 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 9 of this award, if required by the employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 2.6 A paid rest period of ten minutes shall be provided between 9a.m. and 11a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.
- 2.7 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

3. Rates of Pay

An employee of a classification specified in Part B, Table 1 - Rates of Pay, shall be paid the weekly rate of pay assigned to that classification as shown in Table 1.

4. Allowances

- 4.1 In addition to the wages and tool allowances prescribed in Part B, Table 1 and Item 1 of Table 2 of this Award, the following special rates and allowances as set out in Part B, Table 3 - Allowances shall be paid to employees.
- 4.2 Carpenter Diver: The hourly rate of pay for a Carpenter Diver shall be calculated by adding the allowance rate specified in Item 1 of Part B, Table 3 to the weekly rate for a bridge and wharf carpenter and dividing the result by 31.
- 4.3 The following provisions shall apply when a bridge and wharf carpenter is called upon to work as a diver.
- (a) In the period before the lunch break, payment shall be at the carpenter-diver rate for all time worked, with a minimum payment of three hours.
 - (b) After the lunch break, payment at carpenter-diver rate is for time worked or for three hours, whichever is the greater.
 - (c) Where the employee undertakes work as a carpenter-diver both before and after the daily meal break on the same day, payment for the whole day of six hours twelve minutes shall be at the carpenter-diver rate.
 - (d) For any other work on a day during a period when not paid as a carpenter diver they shall receive the rates for a bridge and wharf carpenter.
 - (e) A carpenter-diver required on any day or shift to work at depths of twelve metres or over shall be paid a minimum of six hours twelve minutes at the Carpenter Divers' rate for such day or shift.
- 4.4 Electricians - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Item 2 of Part B, Table 3.
- 4.5 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the allowance rate specified in Item 3 of Part B, Table 3.
- 4.6 Plumber and Drainer - The ordinary rate of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Part B, Table 1 the allowance rate specified in Item 4 of Part B, Table 3:
- 4.6.1 When required to act on their Plumber's licence;
 - 4.6.2 When required to act on their Gasfitter's licence;
 - 4.6.3 When required to act on their Drainer's licence;
 - 4.6.4 When required to act on their Plumber's and Gasfitter's licence;
 - 4.6.5 When required to act on their Plumber's and Drainer's licence;
 - 4.6.6 When required to act on their Gasfitter's and Drainer's licence;
 - 4.6.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.

- 4.7 Electric Welding - An additional allowance as specified in Item 5 of Part B, Table 3 shall be paid to employees holding a Department of Industrial Relations oxy-acetylene or electric welding certificate and who operate at the skill levels required for the certificate. The allowance will be paid in addition to the rates for a journeyman/plumber contained in the award for work necessitating the holding of a certificate, supervision by a certificate holder or while supervising such work.
- 4.8 Boot or Shoe Repairer - A boot or shoe repairer who for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes shall be paid the allowance rate specified in Item 6 of Part B Table 3.
- 4.9 Shipwright-Boat builder - The ordinary rate of wages for Liner Off, Lofts person and Model Maker shall be calculated by adding to the rate prescribed in clause 3, Rates of Pay, the allowance rate specified in Item 7 of Part B, Table 3.
- 4.10 Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by the other employees shall be paid the allowance rate specified in Item 8 of Part B, Table 3.
- 4.11 Joiners, NSW Public Works: A Joiner employed in the NSW Public Works division of the Department of Finance, Services and Innovation shall be paid the allowance rate specified in Item 9 of Part B, Table 3. This rate is fixed for all purposes of the award.

The provisions of this subclause shall only apply to a joiner when required to work at their regular place of employment.

Where a joiner works away from their regular place of employment, a deduction specified in Item 9 of Part B, Table 3 shall be made from the allowance rate so specified for each day so worked.

- 4.12 Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the allowance rate specified in Item 10 of Part B, Table 3. This allowance shall be paid for all purposes of the award with the exception of Clause 9, Overtime, and Clause 10, Shift Work, of this award. In this case it shall be paid as a flat rate for all hours worked.
- 4.13 Marking Off/Setting Out - A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid the allowance rate specified in Item 11 of Part B, Table 3.
- 4.14 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 12 of Part B, Table 3. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.15 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 13 of Part B, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.16 Dirty Work -
- 4.16.1 Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 14 of Part B, Table 3.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, their industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, their industrial officer, manager

or engineer, it shall have the right to bring such case before the Industrial Commission of New South Wales.

4.16.2 In addition to the minimum rates of pay specified by this award, a bridge and wharf carpenter shall receive an allowance as specified in Item 14 of Part B, Table 3 when working in the following circumstances:

- (a) when using creosote, tar, bitumen, wood preservative or any other material or liquid that is damaging to clothes or unduly objectionable to the employee or damaging to their tools; and
- (b) when working with materials which have been treated with any of the said substances in such a way as to pollute the clothes or the person of the employee or damage their tools.

4.16.3 Oil or other suitable solvents shall be provided by the employer free of charge to bridge and wharf carpenters to remove tar, bitumen, creosote or similar preparations from their persons.

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 14 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

4.16.5 In the event of any dispute arising as to whether any work is of a character entitling a bridge and wharf carpenter to a special payment in terms of paragraphs 4.16.2 and 4.16.4 of this clause, the matter may be referred to the Industrial Relations Commission of New South Wales. A decision in respect of any claim shall be made by the employer or their engineer within forty-eight hours of the claim being made.

4.16.6 A Shipwright Boat builder who is:

- (a) stripping, caulking, tarring and sheathing on old work below the waterline;
- (b) doing work in connection with coal bunkers and holds in which coal has been carried and dirty steering gear;
- (c) doing work in connection with wooden ceilings in hatches, sheathing in holds, replacing timber on ceilings and sheathing in connection therewith (old work only);
- (d) doing work where laykold, risqué steel, never reust, adfast, wetted lead, on azote or any similar materials are used by shipwrights;
- (e) doing work with a portable sanding machine when an adequate dust catcher is not fitted to such machine;
- (f) doing work in places where bulk sugar, scrap iron, hides and cement have been carried;
- (g) doing work which is rendered unusually dirty by the presence of coal (other than Indian and South African);

shall receive a special hourly rate as set out at Item 15 of Table 3 whilst so employed in addition to the minimum rates of pay provided by this award.

4.17 Height Money: - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 16 of Part B, Table 3. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial

structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health & Safety Act 2011*.

- 4.18 Hot Places: - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 17 of Part B, Table 3. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Part B, Table 3.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.19 Insulation Material: An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 18 of Part B, Table 3. This rate shall also apply to employees working in such close proximity so as to be affected by the insulating material.

- 4.20 Smoke-boxes, etc.: - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an additional hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid entitled to an allowance. The rates for both allowances are specified in Item 19 of Part B, Table 3.

- 4.21 Wet Places: -

4.21.1

- (a) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 20 of Part B, Table 3. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.

- (b) Where a plumber is required to work in the rain he shall be paid the allowance rate specified in Item 20 of Part B, Table 3 for time so worked.

4.21.2 An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 20 of Part B, Table 3.

4.21.3 An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 20 of Part B, Table 3. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

- 4.22 Acid furnaces, Stills, etc.:

4.22.1 A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

4.22.2 An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes.

- 4.23 Towers Allowance:- An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 22 of Part B, Table 3, for all work above fifteen metres.
- 4.24 Depth Money: - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 23 of Part B, Table 3.
- 4.25 Swing Scaffolds: - The allowance rates specified in Item 24 of Part B, Table 3 for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 4.25.1 Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 24 of Part B, Table 3.
- 4.26 Spray Application: - A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid the allowance rate specified in Item 25 of Part B, Table 3.
- 4.27 An allowance shall be paid as specified in Item 26 of Part B, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the employee concerned for use during such work. Gloves and boots remain the property of the employer.
- 4.28 Working Second hand Timber:- If, while working with second hand timber, a Bridge and Wharf Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber, he/she shall be entitled to the allowance rate specified in Item 27 of Part B, Table 3 for each day upon which his/her tools are so damaged. Payment of the allowance is contingent upon the damage being reported immediately to the employer's representative on the job in order that the claim can be proved.
- 4.29 Roof Work:- Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the allowance rate specified in Item 28 of Part B, Table 3.
- 4.30 Electric Welding - Plumbers: - A plumber engaged on electric welding applicable to plumbing shall be paid the allowance rate specified in Item 29 of Part B, Table 3 for the time so worked.

Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.

- 4.31 Explosive Powered Tools -
- 4.31.1 Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 30 of Part B, Table 3.
- 4.31.2 If bridge and wharf carpenters are required to use power driven tools they shall be paid the allowance rate specified in Item 30 of Part B.

4.32 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Department of Industrial Relations and undertakes work that requires a person to have such a certificate, shall be paid the allowance rate specified in Item 31 of Part B, Table 3.

4.33 Corrective Establishments - An employee of the NSW Public Works division of the Department of Finance, Services and Innovation who is required to work in the maximum security sections of the following Corrective establishments - Cessnock, Goulburn, Lithgow, Mulawa, Parklea, Special Purpose Centre, Metropolitan Remand & Reception Centre, Metropolitan Special Programs Centre, Metropolitan Medical Transient Centre/Long Bay Hospital, Endeavour House and Minda Patterson House) and Bathurst shall be paid the hourly allowance rate specified in Item 32 of Part B, Table 3.

4.33.1 Mental Institutions - Employees of the NSW Public Works division of the Department of Finance, Services and Innovation working in mental institutions shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this award. This payment is not applicable to overtime or other penalty rates:

Payment under this subclause shall not be made in respect of work done in such areas as may be agreed upon between the respective unions and the Industrial Relations Secretary.

4.33.2 Geriatric Hospitals - Employees working or required to work in the following geriatric hospitals: namely, Allandale, Garrawarra and Strickland, shall be paid an allowance as set out in Item 32 of Part B, Table 3. Those working or required to work at Lidcombe Hospital shall be paid the allowance rate specified in Item 32 of Part B, Table 3, in addition to all other rates payable under this Award. This payment is not applicable to overtime or other penalty rates:

4.33.3

(a) A Plumber who shall be required to work in hot and/or cold water tanks for the purpose of the control of Legionella Pneumophilia shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health. They will be paid the allowance rate specified in Item 32 of Part B, Table 3, per hour or part thereof while undertaking such work.

The allowance prescribed by this subclause shall be in lieu of the special rates prescribed in subclauses 4.14, Cold Places, 4.15, Confined Spaces, 4.18, Hot Places and 4.21, Wet Places of this clause.

(b) An employee who is required to assist a plumber in the performance of work described in (a) above shall not be entitled to the allowance as so prescribed but shall be entitled to any other special rates prescribed under clause 4, Allowances, if applicable.

4.34 Distant Places -

4.34.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra
- (ii) State Highway No. 11 from Gilgandra to Tamworth
- (iii) Trunk Road No. 63 to Yetman and State Highway No. to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering
- (iii) from Blowering southwest to Welaregang and on the Murray River
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 3 of Part B, Table 3 extra per day or part thereof.

4.34.4 Bridge and Road Construction: - Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of

- (i) Queensland border on the north
- (ii) State Highway No. 9 from Tenterfield to Bendemeer on the west
- (iii) State Highway No. 11 from Bendemeer to Port Macquarie on the south
- (iv) the coastline from Port Macquarie to Tweed Heads on the east.

shall be paid the allowance rate specified in Item 32 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 33 of Part B, Table 3, per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

4.36.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

4.36.5 For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 35 of Part B, Table 3 in relation to the weight of the blocks.

- (a) Where the block weighs over 5.5 kg and under 9 kg.
- (b) Where the block weighs 9 kg or over and up to 18 kg.
- (c) Where the block weighs over 18 kg.

- 4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.
- 4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.
- 4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 36 of Part B, Table 3.
- 4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 37 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.
- 4.40 Asbestos - Employees required to work with materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority. Where it is mandatory to wear protective equipment, the employees shall be paid the allowance rate specified in Item 38 of Part B, Table 3 whilst engaged on such work.
- 4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 39 of Part B, Table 3 each day on which he uses such a tool.
- 4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 40 of Part B, Table 3 per hour or part thereof while so engaged.
- 4.43 Asbestos Eradication -
- This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.
- Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.
- All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act* 2011 concerning construction work involving asbestos and asbestos cement.
- In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 41 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4, Allowances, with the exception of subclauses 4.14, cold places; 4.18, hot places; 4.25, swing scaffold; 4.26, spray application and 4.28, working second hand timber.
- Other Conditions -
- The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.
- 4.44 Animal Houses -
- An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 42 of Part B Table 3 whilst so employed.
- 4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an hourly allowance as set out in Item 43 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

5. Tool Allowance

In addition to the rate of pay as prescribed in Part B, Table 1 - Rate of Pay an employee of a classification specified in Item 1 of Part B, Table 2, clause 5, Tool Allowances, shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

6. Leading Hands

Leading hands shall be paid allowances prescribed in Part B, Table 3 - Allowances as follows:

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 44 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 45 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 46 of Part B, Table 3.

7. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

8. Excess Fares and Travelling Time

- 8.1 An allowance specified in Item 51 of Part B, Table 3, shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
 - 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 52 of Part B, Table 3, shall be paid.
 - 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
 - 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 53 of Part B, Table 3, clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
 - 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 54 of Part B, Table 3, shall be paid.
 - 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.

The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.

- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees will be entitled to an allowance as set out in Item 51 of Part B Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item 51 of Part B, Table 3.

If the employee receives approval from their employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their employer for a regular allowance.

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 14 March 2008 (365 I.G. 181), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Industry (formerly Department of Land and Water Conservation). Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award 2020.

9. Overtime

- 9.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 2 for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 9.2 of this clause, in computing overtime each day's work shall stand alone.

- 9.2 Rest Period after Overtime: Following completion of overtime, an employee shall either;
- (a) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
 - (b) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
 - (c) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked: -
 - 9.2.1 for the purpose of changing shift rosters; or
 - 9.2.2 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
 - 9.2.3 where a shift is worked by arrangement between the employees themselves.

- 9.3 Call Back:

- 9.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours'

work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 9.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 55 of Part B, Table 3, for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

9.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 2.2 of clause 2, Hours - Day Workers, of this Award.

9.5 Standing By:

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call back,

9.6 Meal Hours - General:

Except as provided in subclause 9.7 of this clause, work done during meal hours thereafter until a meal-hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than six hours without a break for a meal.

9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

9.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 9.6 of this clause.

9.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 56 of Part B, Table 3. After the completion of each four hours on continuous overtime the employee shall be paid the allowance rate specified in Item 56 of Part B, Table 3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

9.9 Transport of Employees:

An employer shall provide transport for an employee who finishes overtime work or a shift not part of their regular roster, at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).

9.10 Compulsory Overtime:

An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's 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 employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

9.11 Cribs:

9.11.1 An employee 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. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 2, Hours, Day Workers and clause 10, Shift Work, of this award.

9.11.2 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 1 pm without loss of pay.

9.12 Limitation of Overtime:

No employee, including a night shift worker, shall work for more than 16 hours' overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

9.13 Availability Allowance - Roads and Maritime Services (RMS)

9.13.1 Notwithstanding the provisions of subclause 9.5 of this clause, an electrical tradesperson employed by the RMS who is rostered to be available in connection with emergency repairs to toll collection equipment shall be paid a daily availability allowance of three hours at ordinary rates of pay for each week night (Monday to Friday) (excluding public holidays) the employee is available between normal ceasing time and commencing time on each day.

9.13.2 An employee rostered to be available in connection with emergency repairs to toll collection equipment on a Saturday, Sunday and Public Holidays from 6.00 am Saturday to 6.00 am Sunday and 6.00 am Sunday to 6.00 am Monday and the same hours on a Public Holiday shall be paid 7.6 hours pay at ordinary rates for each twenty-four hours he is actually available.

9.13.3 The allowance set out in paragraphs 9.13.1 and 9.13.2 of this subclause, shall be in compensation for the employee being available for the periods between normal ceasing time and normal commencing time during week days and for being available for twenty-four hours on each Saturday, Sunday or Public Holidays, to answer emergency calls from the toll collection centres.

9.13.4 Any overtime worked on a call-out during the time covered by the rostered period shall be paid for in accordance with subclause 9.3 of this clause.

10. Shift Work

PART A

OTHER THAN CONSTRUCTION WORK

(a) Definitions

10.1 For the purpose of this clause

10.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

10.1.2 "Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

10.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

10.1.4 "Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

(b) Hours - General

10.2 Employees on shift work shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

10.3 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 11, Holidays and Sunday Work, of this award shall be regarded as shifts worked for accrual purposes.

10.4 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.

10.5 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

10.6 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in clause 2 Hours - Day Workers, of this award shall apply.

Hours

(a) Continuous Work Shifts And

(b) Other Than Continuous Work Shifts

Hours - Continuous Work Shifts

10.7 This subclause shall apply to shift workers on continuous work as hereinbefore defined.

10.7.1 The ordinary hours of such shift workers shall not exceed -

- (a) eight in any one day; nor
- (b) forty-eight in any one week; nor
- (c) eighty-eight in fourteen consecutive days; nor
- (d) one hundred and fifty two in twenty-eight consecutive days.

10.7.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

a shift shall consist of not more than eight hours, inclusive of crib time;

Hours - Other than Continuous Work

10.8 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed -

10.8.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

10.8.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

10.8.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

10.8.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

10.8.5 Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

10.8.6 Afternoon or Night Shift Allowances

Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who -

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per centum more than their ordinary rate for all time worked ordinary working hours on such night shifts.

10.8.7 Saturdays

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 10.8.6 of this clause.

10.8.8 Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

10.8.9 Sundays and Holidays

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Work, of this award. Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

- 10.8.10 Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

PART B

CONSTRUCTION WORK

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:

- (a) whenever it may be found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction

- (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9, Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

11. Holidays and Sunday Work

- 11.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 11.2 Except as provided in paragraph 10.8.9, Sundays and Holidays, of Part A, Other than Construction Work, of clause 10, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until he is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until he is relieved from duty.
- 11.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 11.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 11.5 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, they shall not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee shall be entitled to payment for the holiday closest to the said day if they have worked on either the day preceding or the day after such holiday but not on both. No payment shall be made if the employee has ceased work without permission on either of the said days.

- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.
- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

12. Payment of Wages

- 12.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.

- 12.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 12.3 The employer shall not keep more than 3 days pay in hand.
- 12.4 Upon termination of the employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed, as provided for in clause 13, Contract of Employment, of this award, the employer shall make payment according to the usual method, within 48 hours of dismissal.

13. Contract of Employment

13.1 Weekly Employment

Except as hereinafter provided, employment shall be by the week.

- 13.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases wages shall be paid only up to the time of dismissal.
- 13.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 13.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with subclause 13.2, must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be able to be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment and shall not be entitled to payment for work done within the period of notice.

- 13.4 An employee (other than an employee who has given or received notice in accordance with subclause 13.2, of this clause) not attending for duty shall, except as provided by clause 11, Holidays and Sunday Work, of this award, shall receive no payment for the actual time of such non-attendance.
- 13.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 13.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such. An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

13A. 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 (i) of this subclause, 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.

14. Distant Work

- 14.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.
- This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.
- 14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.
- 14.3 Return fares and travelling time need not be paid to an employee who:
- (a) leaves their employment of their own free will; or
 - (b) is discharged for misconduct
- before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.
- 14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 57 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 58 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 58 of Part B, Table 3.

14.5.2 The foregoing allowances may be increased if an employee can satisfy an employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution procedures contained in clause 28 of the reviewed award should be utilised. This does not preclude the matter being referred to the Industrial Relations Commission of New South Wales.

14.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

14.6 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 14.5.1, 14.5.2 and 14.5.3 of this clause shall not apply to the following:

Employees of the Roads and Maritime Services; Department of Investment or NSW State Forests in respect of the following work:

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award, as varied from time to time, or by any award replacing the said award. Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 59 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

14.7 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 60 of Part B, Table 3 on each occasion they return home provided they:

- (i) work as required during the ordinary working hours, and

- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 14.6 of this clause, for the day or days on which they are absent.

14.7.1 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 57 of Part B, Table 3, in lieu of board and lodging being provided by the employer.

14.7.2 An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

- 14.8 The provisions of this clause shall apply wherever the employee is engaged.
- 14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.
- 14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.
- 14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

15. Chokages

- 15.1 If an employee is employed upon any chokage and is required to;
- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
 - (ii) or a scupper containing sewerage
 - (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 47 of Part B, Table 3 per day or part of a day thereof.

15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 48 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

16. Special Conditions

- 16.1 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.

- 16.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*, shall be complied with.
- 16.3 Employees working in battery rooms or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the NSW Department of Health for disinfecting clothing while in use and before being issued to another person.
- 16.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 49 of Table 3.

18. Conveniences

- 18.1 The employer shall provide at the place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.

The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience: The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 18.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 18.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 18.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.

- 18.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible to employees.
- 18.6 The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

19. Piecework

- 19.1 Piecework is prohibited.
- 19.2 No employee shall execute any work for profit or reward except at the rates and under the conditions prescribed by this award.

20. Damage to Clothing or Tools

An employee whose clothing or tools are spoiled by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

21. Sharpening Tools

- 21.1 The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters and/or bridge and wharf carpenters.
- 21.2 Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- 21.3 Saw sharpening and tool grinding may be done by the employee during the progress of work.
- 21.4 Where the provisions of subclauses 21.1 and 21.2 of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- 21.5 Bridge and Wharf Carpenters and/or Shipwright Boat Builder shall be supplied with saw files.

22. Special Tools and Clothing

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
- 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.
- 22.1.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 61 cm. long, augers, of all sizes, star bits and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.
- 22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
- 22.1.4 Plumber: Metal pots, mandrills, long dummies, stock and dies for iron, copper and brass pipes, cutters, tongs, vices, taps and drills, ratchets, files, cramps caulking tools, hacksaw and blades, welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary, and all shop tools, the usual kit bag of tools only to be supplied by the employee.
- 22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.
- 22.1.6 Sign writers to be supplied with all brushes.

- 22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.
- 22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of clause 4, Allowances, of this award.
- 22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.
- 22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.
- 22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:
- 22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.
- 22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 61 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 61 of Table 2 of Part B, of this award.
- A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 61 rate.
- The right to accrue credit shall commence from the date of request for the boots.
- In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.
- Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.
- 22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

ANNEXURE

Authority Form

_____, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause 22.6.2 of clause 22, Special Tools and Clothing of this award.

Should the full cost of the boots (\$ _____) not be met by accumulation of credit (at the rate of \$xx per week) from ----- I authorise deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$xx

Signed:

Date:

23. Insurance of Tools

- 23.1 The employer shall insure and keep insured against loss or damage by fire whilst on the employer's premises such tools of the employee as are used by the employee in the course of their employment.
- 23.2 An employee shall be entitled to be reimbursed by their employer for loss of tools up to a value as set out in Item 65 of Table 2, when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the employer's direction on the job.
- 23.3 The employee shall, if requested so to do, furnish the employer with a list of their tools so used.

24. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

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:
- (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.
- 25.5 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.
- 25.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 25.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

26. Carer's Leave

- 26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the officer; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to 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 officer or spouse or de facto spouse of the officer; or
- (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
- (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

26.2 Use of sick leave to care for a sick dependant - entitlement

- (a) 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 as defined as above.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 26.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.

- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

26.3 Time Off in Lieu of Payment for Overtime

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

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

26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 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.

26.3.4 Where no election is made in accordance with the said paragraph 3.1, the employee shall be paid overtime rates in accordance with the award.

26.4 Make-up Time

26.4.1 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.

27. Union Delegates

An employee appointed shop steward in the shop or department in which they are employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

28. Dispute Resolution

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

28.1 Procedure relating to a grievance of an individual employee:

28.1.1 The employee shall 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.

28.1.2 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.

28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

28.1.4 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.

28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.

28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

- 28.2 Procedure for a dispute between an employer and the employees:
- 28.2.1 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 levels of authority.
- 28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.
- 28.4 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.

29. Transport of Employee's Tools

When an employee on construction or maintenance work is required to transfer from one job to another, an employer shall provide transport for the employee's tools to the nearest public conveyance. On termination of employment, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

30. Picnic Day

- 30.1 The first Monday in December of each year shall be the Union Picnic Day.
- 30.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
- 30.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 30.4 Where an employer holds a regular picnic for their employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 30.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 30.6 In Departments to which the *Government Sector Employment Act 2013* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

31. General Leave Conditions and Accident Pay

- 31.1 General leave conditions and accident pay of employees engaged by Government bodies under the provisions of the *Government Sector Employment Act 2013* shall be bound by the Government Sector Employment Regulation 2014.
- 31.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Government Uniform Leave Conditions.
- 31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.
- (a) Right to request

- (i) An employee entitled to parental leave may request the employer 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 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.

- (iii) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under subparagraph 31.3(a)(i) and 31.3 (a)(ii) above, must be recorded in writing.

- (iv) Request to return to work part-time

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, 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.

- (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 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.

- (ii) 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.

- (iii) 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 subparagraph 31.3 (b)(i).

32. Deduction of Union Membership Fees

32.1 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.

32.2 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.

- 32.3 Subject to 32.1 and 32.2 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.
- 32.4 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.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 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.

33. Work Health and Safety for Employees of Labour Hire Employers

- (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 work health and safety consultative arrangements;
 - (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;
 - (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 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this sub 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.

34. 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 2023 by a party to this Award.

35. Area, Incidence and Duration

34.1 This award shall apply to:

- (a) all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees; and
- (b) any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by the predecessor to this award on that date, of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Maritime Services and Government organisations to which the *Government Sector Employment Act 2013* applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Maritime Services, and Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.

34.2 This award rescinds and replaces the Crown Employees (Skilled Trades) Award 2021 published on 3 December 2021 (391 I.G. 95) and all variations thereof.

34.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification - Clause 3. All up Rate – includes Industry Allowance, Special Loading, Trade Allowance	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$
Bespoke Bootmaker	1009.00	1034.50
Blacksmith	1103.70	1131.60
Body Maker, First Class	1092.60	1120.20
Boilermaker and/or Structural Steel Tradesperson	1092.60	1120.20
Boot or Shoe Repairer	990.40	1015.50
Bricklayer	1092.60	1120.20
Bridge and Wharf Carpenter	1092.60	1120.20
Cabinet Maker	1134.00	1162.70

Carpenter and/or Joiner	1092.60	1120.20
Coach and/or Spray Painter	1092.60	1120.20
Drainer	1103.70	1131.60
Electrical Fitter	1165.20	1194.70
Electrical Instrument Fitter	1220.30	1251.20
Electrical Mechanic	1165.20	1194.70
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1242.30	1273.70
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1186.60	1216.60
Electronics Tradesperson	1186.60	1372.60
Farrier	1103.70	1131.60
Fitter	1092.60	1120.20
Forger and/or Faggoter	1092.60	1120.20
French Polisher	1134.00	1162.70
Machinist, A Grade (Woodworking)	1092.60	1120.20
Machinist, First Class (Metal Trades)	1112.00	1140.30
Marker-off	1103.70	1131.60
Mechanical Tradesperson - Special Class (as defined)	1153.60	1182.80
Motor Mechanic	1092.60	1120.20
Painter	1092.60	1120.20
Panel Beater	1092.60	1120.20
Patternmaker	1125.50	1154.00
Plant Electrician	1230.00	1261.10
Plant Mechanic	1092.60	1120.20
Plasterer	1092.60	1120.20
Plumber and/or Gasfitter	1103.70	1131.60
Radio Mechanic or Fitter	1165.20	1194.70
Refrigeration and/or Air Conditioning	1165.20	1194.70
Saw Doctor	1165.20	1194.70
Sawyer, No. 1 Benchperson	1112.20	1140.30
Scalemaker and/or Adjuster	1092.60	1120.20
Scientific Instrument Maker	1125.50	1154.00
Sewing Machine Mechanic	1092.60	1120.20
Sheetmetal Worker, First Class	1092.60	1120.20
Shipwright and/or Boatbuilder	1092.60	1120.20
Signwriter	1125.50	1154.00
Slater and Tiler	1092.60	1120.20
Stonemason	1092.60	1120.20
Stonemason-Carver	1165.20	1194.70
Tilelayer	1092.60	1120.20
Toolmaker	1125.50	1154.00
Toolsmith	1103.70	1131.60
Trimmer (Motor)	1092.60	1120.20
Turner	1092.60	1120.20
Watchmaker	1072.80	1099.90
Welder, Special Class	1103.70	1131.60
Welder, First Class	1092.60	1120.20

WAGES FOR APPRENTICES

Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$
1st year	472.40	484.40
2nd year	621.40	637.10
3rd year	796.00	816.10
4th year	918.20	941.40

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$
1st year	509.40	522.30
2nd year	670.20	687.20
3rd year	858.50	880.20
4th year	990.40	1015.50

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.25. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.25 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Table 2 - Tool Allowances

An employee under this award of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

Clause No.		From the first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$
5.	Tool Allowances		
	Blacksmith	33.90	35.40
	Bodymaker, First Class	33.90	35.40
	Boilermaker and/or Structural Steel	34.00	35.50
	Bricklayer	24.20	25.30
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	34.00	35.50
	Cabinet Maker	13.70	14.30
	Carpenter	33.90	35.40
	Drainer	33.90	35.40
	Farrier	33.90	35.40
	Fitter	33.90	35.40
	Forger and/or Faggoter	33.90	35.40
	Machinist, First Class (Metal Trades)	33.90	35.40
	Machinist (Metal Trades) Special Class	33.90	35.40
	Marker Off	33.90	35.40
	Motor Mechanic	33.90	35.40
	Painter	8.30	8.70
	Panel Beater	33.90	35.40
	Patternmaker	33.90	35.40
	Plant Mechanic	33.90	35.40
	Plasterer	33.90	35.40
	Plumber	33.90	35.40
	Plumber and Gasfitter	33.90	35.40
	Plumber, Gasfitter and Drainer	33.90	35.40
	Sewing Machine Mechanic	33.90	35.40
	Sheetmetal Worker, First Class	33.90	35.40
	Shipwright/Boatbuilder	33.90	35.40
	Signwriter	8.30	8.70
	Slater and Tiler	17.60	18.40
	Stonemason	33.90	35.40
	Stonemason-Carver	33.90	35.40
	Tilelayer	24.20	25.30
	Toolmaker	33.90	35.40
	Toolsmith	33.90	35.40
	Trimmer (Motor)	33.90	35.40
	Turner	33.90	35.40
	Vehicle Builder	33.90	35.40
	Watchmaker	11.10	11.60
	Welder, Special Class	33.90	35.40
	Welder, First Class	33.90	35.40
22.6.2	Supply of boots	40.80	42.60
	Accrual of credit	4.80	5.00
23.2	Reimbursement for loss of tools	1963.00	2049.00

Application to employees of Department of Education

Clause No.	Brief Description	From the first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$
5	Tool Allowances - Electrical Radio Mechanic and Fitter	23.40	24.40

Table 3 – Allowances

Clause No	Brief Description	From the first full pay period on or after 1.7.21 (2.04%) \$	From the first full pay period on or after 1.7.22 (2.53%) \$
4.2	Carpenter Diver (p.w)	318.80	326.90
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	53.10 28.60	54.40 29.30
4.5	Lead Burner (p.h.)	1.09	1.12
4.6	Plumber and Drainer when required to act on:		
	plumbers licence (p.h.)	1.38	1.41
	gasfitters licence (p.h.)	1.38	1.41
	drainers licence (p.h.)	1.14	1.17
	plumbers and gasfitters licence (p.h.)	1.85	1.90
	plumbers and drainers licence (p.h.)	1.85	1.90
	gasfitters and drainers licence (p.h.)	1.85	1.90
	plumbers, gasfitters and drainers licence (p.h.)	2.55	2.61
4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.81	0.83
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	28.80	29.50
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.47	1.51
4.10	Computing quantities (p.d.)	6.24	6.40
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	49.30 9.92	50.50 10.17
4.12	Registration allowance (p.h.)	1.05	1.08
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.40	1.40
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.86 0.99	0.88 1.02
4.15	Confined spaces (p.h.)	1.06	1.09
4.16	Dirty work (p.h.) For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.) is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person (p.h.) Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.86 0.87 0.86 0.86	0.88 0.89 0.88 0.88

4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.86 0.16	0.88 0.17
4.18	Hot places: between 46 degrees Celsius and 54 degrees Celsius (p.h.) exceeds 54 degrees Celsius (p.h.)	0.86 1.06	0.88 1.09
4.19	Handling insulation material (p.h.)	1.04	1.07
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.54 2.12	0.55 2.17
4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.) - when required to work in the rain (p.h.) - called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) - called upon to work knee-deep in mud or water (p.d.)	0.86 0.86 3.26 6.77	0.88 0.88 3.34 6.94
4.22	Acid furnaces, Stills, etc.: Construction or repairs to acid furnaces, stills, towers and all resisting brickwork other acid (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work(p.h.)	4.36 4.36	4.47 4.47
4.23	Towers allowances: construction exceeding 15 metres in height, (p.h.) and for each additional 15 metres (p.h.)	0.86 0.86	0.88 0.88
4.24	Depth exceeding 3 metres (p.h.)	0.86	0.88
4.25	Swing scaffolds: for the first four hours or any portion thereof, (p.h.) and for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	6.30 1.29 0.16	6.46 1.32 0.17
4.26	Spray application (p.h.)	0.84	0.86
4.27	Soil pipes (p.h.)	1.06	1.09
4.28	Working on second-hand timber (p.d.)	3.36	3.45
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.) minimum payment (p.h.)	1.06 1.06	1.09 1.09
4.30	Electric welding (p.h.)	0.34	0.35
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	2.05 2.05	2.10 2.10
4.32	Scaffolding rigging (p.h.)	0.86	0.88
4.33	Corrective establishments (p.h.) Mental institutions (p.h.) Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.) Geriatric hospitals: - Lidcombe Hospital (p.h.) Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	2.14 1.64 0.59 0.54 3.99	2.19 1.68 0.60 0.55 4.09
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.) - in western division of the state (p.d.) - within the area as set out in subclause 5.36.3 (p.d.) - Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.62 2.67 2.67 1.52	1.66 2.74 2.74 1.56
4.35	Morgues (p.h.)	0.99	1.02

4.36	Application of epoxy based materials or materials of a like nature (p.h.)	1.06	1.09
	Application of such material in buildings which are normally air conditioned (p.h.)	0.73	0.75
	Working in close proximity to employees so engaged (p.h.)	0.86	0.88
4.37	Bricklayers laying other than standard bricks where block weighs:		
	- over 5.5 kg and under 9 kg (p.h.)	0.86	0.88
	- 9 kg or over and up to 18 kg (p.h.)	1.49	1.53
	- over 18 kg (p.h.)	2.37	2.43
4.38	Bagging bricks or concrete structures (p.h.)	0.79	0.81
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.79	0.81
4.40	Materials containing asbestos (p.h.)	1.06	1.09
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.61	4.73
4.42	Operation of brick cutting machine (p.h.)	1.06	1.09
4.43	Asbestos eradication (p.h.)	2.86	2.93
4.44	Employee required to work in an Animal House (p.h.)	0.52	0.53
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.86	0.88
5.	Tool Allowance		
	Electrical Fitter	21.60	22.10
	Electrical Fitter/Mechanic	21.60	22.10
	Electrical Instrument Fitter	21.60	22.10
	Electrical Mechanic	21.60	22.10
	Electrician in charge of plant having a capacity of less 75 kilowatts	21.60	22.10
	Electronic Tradesperson	21.60	22.10
	Electrical Instrument Fitter	21.60	22.10
	Plant Electrician	21.60	22.10
	Radio Mechanic and Fitter	21.60	22.10
	Refrigeration and/or Air Conditioning Mechanic	21.60	22.10
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	54.20	55.60
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	69.50	71.30
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	90.80	93.10
15.1	Chokages pipe or pump (p.d.)	10.02	10.27
15.2	Fouled equipment (p.d.)	10.02	10.27
17.3	First Aid qualifications (p.d.)	3.72	3.81
Clause No.		From the first full pay period on or after 1.7.21 (i.e. 0.9% March 2021 Sydney CPI) \$	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$
8.1	Excess fares and travelling time to and from place of work	26.33	27.49
8.1.1	If employer provides or offers to provide transport free of charge	10.49	10.95
8.2	Excess fares and travelling to and from work:		
	- first year apprentices (or probationers)	22.10	23.07
	- to all other apprentices	25.63	26.76

8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	8.78 10.39	9.17 10.85
9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	16.30 14.00	17.00 14.60
9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	16.37 14.30	17.09 14.90
14.4	Expenses of reaching home and of transporting tools from distant work	25.40	26.50
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	551.70 78.80	576.00 82.27
14.6	Camping allowance	31.58	32.97
14.7	Returning home for the weekend from distant work	43.80	45.70

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 194904 of 2022)

Before Chief Commissioner Constant

4 August 2022

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

Clause No.	Subject Matter
1.	Title
2.	Rates of Pay
3.	Deduction of Union Membership Fees
4.	Shift Allowances
5.	Anti-Discrimination
6.	Grievance and Dispute Settling Procedures
7.	General
8.	No Extra Claims
9.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Rates of Pay

PART A**1. Title**

This award shall be known as the Crown Employees (Transport Drivers &c.) Award 2022.

2. Rates of Pay

The rates of pay are set out in Table 1 of Part B, Monetary Rates. The rates are provided by the Crown Employees Wages Staff (Rates of Pay) Award 2022.

3. 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.

4. Shift Allowances

For the ordinary hours of shift, shift workers shall be paid the following loadings in addition to the rates prescribed for their respective classifications:

	Loadings per shift %
(a) ordinary afternoon or night shifts (other than shifts referred to hereunder).	15
(b) permanently working afternoon or night shifts or a combinations of such shifts.	30
(c) an ordinary shift, the major portion of which falls on a Saturday or Sunday shall in substitution for the loading specified in paragraphs (a) or (b) of this clause, be paid for at the rate of 50 per cent or 75 per cent respectively in addition to the ordinary rate for such shift.	
(d) where, at the employees own request and to suit the employees own personal requirements, any employee works permanently on a combination of such shifts, the employer notifies the union of the agreement in writing, and the union agrees, the employee shall be paid 15 per cent extra per shift in lieu of the shift loading of 30 per cent specified in paragraph (b) of this clause.	
(e) for an ordinary shift worked on a public holiday, an employee shall receive an additional one and half day's ordinary pay in addition to the normal shift payment calculated in accordance with paragraph (a) or (b) of this clause.	

5. 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.

6. 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 appropriate department, if required.
- (ii) 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.
- (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 employee 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 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.
- (v) 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 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 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.
- (viii) An employee, at any stage, may request to be represented by the union.
- (ix) The employee or the union on their behalf, or the Secretary may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The employee, union, Secretary and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (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 occupational 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

7. General

- (i) Except as otherwise provided for in this award, the provisions of the Transport Industry (State) Award shall apply.
- (ii) For employees engaged under the *Government Sector Employment Act 2013* the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its replacement, shall apply in respect of the following entitlements:

Recreation Leave
 Extended Leave
 Sick Leave
 FACS Leave

8. 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 2023 by a party to this Award.

9. Area, Incidence and Duration

- (i) This award shall apply to all employees in the classifications specified in Table 1 - Rates of Pay, of Part B, Monetary Rates, of this Award and clause 1 of the Transport Industry (State) Award, employed in organisations to which the *Government Sector Employment Act 2013* applies.
- (ii) This Award rescinds and replaces the Crown Employees (Transport Drivers &c.) Award 2021 published 19 November 2021 (390 I.G. 1126) and all variations thereof.
- (iii) This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Crown. Employees (Transport Drivers, &C.) Award - Rates of Pay

Clause 2 Wages	Classification	Per week as from the first full pay period on or after 1.7.21 (2.04%) \$	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	982.00	1006.80
(b)	Over 2950 and up to 4650	990.40	1015.50
(c)	Over 4650 and up to 6250	998.40	1023.70
(d)	Over 6250 and up to 7700	998.40	1023.70
(e)	Over 7700 and up to 9200	1009.00	1034.50
(f)	Over 9200 and up to 10800	1009.00	1034.50
(g)	Over 10800 and up to 12350	1017.80	1043.60
(h)	Over 12350 and up to 13950	1017.80	1043.60
(i)	Over 13950 and up to 15500	1025.70	1051.70
(j)	Over 15500 and up to 16950	1035.70	1061.90

(k)	Over 16950 and up to 18400	1035.70	1061.90
(l)	Over 18400 and up to 19750	1035.70	1061.90
(m)	Over 19750 and up to 21100	1035.70	1061.90
(n)	Over 21100 and up to 22450	1043.80	1070.20
(o)	Over 22450 and up to 23850	1043.80	1070.20
(p)	Over 23850 and up to 25200	1043.80	1070.20
(q)	Over 25200 and up to 26550	1054.00	1080.70
(r)	Over 26550 and up to 27900	1054.00	1080.70
(s)	Over 27900 and up to 29300	1054.00	1080.70
(t)	Over 29300 and up to 30650	1054.00	1080.70
(u)	Over 30650 and up to 32000	938.30	962.00
(v)	Over 32000 and up to 33350	938.30	962.00
(w)	Over 33350 and up to 34750	1072.70	1099.80
(x)	Over 34750 and up to 36100	1072.70	1099.80
(y)	Over 36100 and up to 37450	1072.70	1099.80
(z)	Over 37450 and up to 38800	1072.70	1099.80
(aa)	Over 38800 and up to 40200	1083.50	1110.90
(ab)	Over 40200 and up to 41550	1083.50	1110.90
(ac)	Over 41550 and up to 42900	1083.50	1110.90
(ad)	Over 42900 and up to 44250	1092.30	1119.90
(ae)	Over 44250 and up to 45650	1092.30	1119.90
2. Drivers of mobile cranes			
- employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods			
- where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	998.40	1023.70
(b)	Over 3050 and not exceeding 5100	1009.00	1034.50
(c)	Over 5100 and not exceeding 6100	1017.80	1043.60
(d)	Over 6100 and not exceeding 7100	1017.80	1043.60
(e)	Over 7100 and not exceeding 8100	1017.80	1043.60
(f)	Over 8100 and not exceeding 9150	1017.80	1043.60
(g)	Over 9150 and not exceeding 10150	1025.70	1051.70
(h)	Over 10150 and not exceeding 11200	1025.70	1051.70
(i)	Over 11200 and not exceeding 12200	1025.70	1051.70
(j)	Over 12200 and not exceeding 13200	1035.70	1061.90
(k)	Over 13200 and not exceeding 14200	1035.70	1061.90
(l)	Over 14200 and not exceeding 15250	1035.70	1061.90
(m)	Over 15250 and not exceeding 16250	1035.70	1061.90
(n)	Over 16250 and not exceeding 17250	1043.80	1070.20
(o)	Over 17250 and not exceeding 18300	1043.80	1070.20
(p)	Over 18300 and not exceeding 19300	1043.80	1070.20
(q)	Over 19300 and not exceeding 20300	1043.80	1070.20
(r)	Over 20300 and not exceeding 21350	1054.00	1080.70
(s)	Over 21350 and not exceeding 22350	1054.00	1080.70
(t)	Over 22350 and not exceeding 23350	1054.00	1080.70
(u)	Over 23350 and not exceeding 24400	1054.00	1080.70
(v)	Over 24400 and not exceeding 25500	1054.00	1080.70
(w)	Over 25500 and not exceeding 26400	1054.00	1080.70
(x)	Over 26400 and not exceeding 27450	1054.00	1080.70
(y)	Over 27450 and not exceeding 28450	1062.20	1089.10
(z)	Over 28450 and not exceeding 29450	1062.20	1089.10
(aa)	Over 29450 and not exceeding 30500	1054.00	1080.70
And for each additional 1000 kg or part thereof over		0.40	0.41
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	998.40	1023.70
(b)	Over 4500 to 9100	1017.80	1043.60

(c)	Over 9100 kg	1025.70	1051.70
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	1009.00	1034.50
(b)	Over 20350 kg	1035.70	1061.90
5. Extra Hands		960.30	984.60

N. CONSTANT, *Chief Commissioner*

by the authority of the Industrial Registrar.

(1511)

SERIAL C9576

**CROWN EMPLOYEES CONSERVATION FIELD STAFF OFFICERS,
(DEPARTMENT OF INDUSTRY, SKILLS, AND REGIONAL
DEVELOPMENT AND NSW OFFICE OF ENVIRONMENT AND
HERITAGE) REVIEWED AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 195086 of 2022)

Before Chief Commissioner Constant

4 August 2022

AWARD

Clause No. Subject Matter

PART A

1. Title of Award
2. Area, Incidence and Duration
3. Definitions
4. Parties
5. Supersession
6. Objectives of Award
7. Contract of Employment
8. Classifications and Rates of Pay
9. Hours of Work
10. Overtime
11. Rostered Days Off
12. Leave
13. Allowances to Reimburse Expenses
14. Inclement Weather
15. First-Aid and Health and Safety Issues
16. Work Apparel
17. Tools and Protective Clothing
18. Settlement of Disputes
19. Anti-Discrimination
20. Counselling and Discipline
21. Contractors' Protocol
22. Agreed Procedures for Market Testing and Contracting Out
23. Ongoing Award Review
24. Deduction of Union Membership Fees
25. No Extra Claims

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) Award 2022.

2. Area, Incidence and Duration

- 2.1 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 2022) Award*; or any Awards varying or replacing these Awards.
- 2.2 This Award rescinds and replaces the *Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2021* published 24 December 2021 (391 I.G. 264) and all variations thereof.
- 2.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

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 subclause (xviii), 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*.
- (ix) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (x) "Ministerial Leave Conditions" means the Uniform Leave Conditions for Ministerial Employees referred to in clause 12, Leave.
- (xi) "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*.
- (xii) "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.
- (xiii) "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.
- (xiv) "Regulation" means the *Government Sector Regulation 2014*.
- (xv) "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*.
- (xvi) "Rules" means the *Government Sector Employment Rules 2014*.
- (xvii) "SBU" means the Single Bargaining Unit which is comprised of the parties to this Award as agreed by those parties.
- (xviii) "Temporary employee" means an employee engaged for a specific period or for a specific project.
- (xix) "The Department or the Office" means the Department of Industry, Skills and Regional Development or the New South Wales Office of Environment and Heritage.
- (xx) "Union" means one or all of the union parties to the Award listed in subclause 4(i) to (vii) below, as appropriate.

4. Parties

The parties to this Award are:

- (i) The Australian Workers' Union, New South Wales.
- (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.
- (iii) Electrical Trades Union of Australia, New South Wales Branch.
- (iv) Construction, Forestry, Mining and Energy Union (New South Wales Branch).
- (v) United Voice. New South Wales Branch.
- (vi) The New South Wales Plumbers and Gasfitters Employees' Union.

- (vii) Transport Workers' Union of New South Wales, and
- (viii) The Industrial Relations Secretary.

covering all Conservation Field Officers as defined in subclause 3(vi) 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 8.

7. Contract of Employment

7.1 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.

7.2 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.

7.3 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.

7.4 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*.

7.5 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.

8. Classifications and Rates of Pay

8.1 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 2020, 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.

8.2 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 11:

- (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.

8.3 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

8.4 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.

8.5 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 8.4.

8.6 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.

8.7 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 8.8, 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.

8.8 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 18.

8.9 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.

9. Hours of Work

9.1 Ordinary Hours of Work

Subject to subclauses 9.2 and 9.3:

- (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.

9.2 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.

9.3 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 18. The Union will not unreasonably object to an agreement under this subclause.

10. Overtime

10.1 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 10.

Overtime will only be payable for time on duty at the worksite (notwithstanding the provisions of subclause 13.3).

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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 10.6(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.

11. Rostered Days Off

11.1 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.

11.2 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.

11.3 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.

12. Leave

12.1 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.

12.2 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.

12.3 Parental Leave

12.3A 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.

12.3B 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 subparagraph 12.3B(ii) above.

12.3C 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 12.3.C (i)(b) and 12.3.C (i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under 12.3C(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.

12.4 Personal/Carer's Leave

12.4A. Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 12.4A(iii)(b), shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of subclause 12.2 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.

12.4B 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.

12.4C 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 12.4A(iii)(b) who is ill.

12.4D 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 12.4A(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.

12.4E 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 12.4A(iii)(b) of subclause 12.4, 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.

12.5 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 paragraph 12.5(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.

12.6 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 paragraph 12.6(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 paragraph 12.6(i), the employee shall be paid overtime rates in accordance with the Award.

12.7 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.

12.8 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.

12.9 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.

12.10 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.

13. Allowances to Reimburse Expenses

13.1 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 10.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set out in Schedule 3.

13.2 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.

13.3 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 8. 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.

13.4 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 13.4.(i), the camping equipment allowance prescribed in Schedule 3 shall be paid.

14. 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.

14.1 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:

15. 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.

16. 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.

17. 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.

18. 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 subclause 3(iii) 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.

19. Anti-Discrimination

- 19.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 19.2 It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 19.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 19.4 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.
- 19.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (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."

20. 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 7.1.

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

21. 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.

22. 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.

23. 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 23(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.

24. 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 24(i) and 24(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.

25. 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 2023 by a party to this Award.

PART B

MONETARY RATES

Schedule 1 - Wage Rates

Schedule 1 - Wage Rates	From the first full pay period on or after 1.7.21 (2.04%) \$	From the first full pay period on or after 1.7.22 (2.53%) \$
Trainee	955.00	979.20
Grade 1	995.30	1020.50
Grade II	1049.30	1075.80
Grade III	1105.20	1133.20
Grade IV	1135.90	1164.60
Grade V	1200.00	1230.40
Grade VI	1279.10	1311.50
Grade VII	1342.80	1376.80

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	Grade 1	Grade 2	Grade 3
Entry/induction training to align with achieving Grade 2 competencies.	<p>Achievement of a selected number of Entry Level competencies required.</p> <p>Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.</p> <p>This grade equates to about half of Grade 2 requirements.</p>	<p>Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operational tasks.</p> <p>Completion of competencies at this level predominantly fit with to national certificate AQF Level.</p>	<p>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.</p> <p>Reflects work undertaken mainly at Level 2 with some additional competencies from Level Grade 3.</p>

Grade 4	Grade 5	Grade 6	Grade 7
<p>Achievement of additional competencies required.</p> <p>Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.</p> <p>Predominantly equates with national certificate AQF Level 3</p>	<p>Achievement of additional competencies required.</p> <p>Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.</p> <p>Some work is from a higher level.</p> <p>Predominantly equates to a higher national certificate AQF Level 3.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>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.</p> <p>Roles undertaken at this level equates to AQF Level 4 and reflects the application of technical skills to a range of situations.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.</p> <p>Predominantly equates with to a higher national certificate AQF Level 4.</p>

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 2022)

Clause No.	Description and Authority	1.7.21 (2.04%) \$	1.7.22 (2.53%) \$
8.6	Supervision Allowance	49.50	50.80
15.	First Aid Allowance	3.62	3.71

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) Reviewed Award 2009)

Clause No.	Description and Authority	From the first full pay period on or after 1.7.21 \$	From the first full pay period on or after 1.7.22 \$
10.7	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	Per ATO	Per ATO
13.1	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	Per ATO	Per ATO
13.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer	Per ATO	Per ATO
	Camping Allowance	0.9% increase (March 2021 Sydney CPI)	4.4% increase (March 2022 Sydney CPI)
13.4(i)	Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	34.60 45.70 10.90	36.10 47.70 11.40
13.4(ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	34.30 5.80	35.80 6.10

Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer

N. CONSTANT, *Chief Commissioner*

HEALTH EMPLOYEES' ENGINEERS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192463 of 2022)

Before Chief Commissioner Constant

20 July 2022

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

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

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

"Assistant Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as assistant engineers in public hospitals at the operative date of this Award shall be deemed to hold qualifications to the level required by this Award.

"Engineer" means a person appointed as such to an established position as approved by the employer and who has acquired membership of the Institute of Hospital Engineering, Australia - NSW Branch or such other qualifications as the employer deems appropriate, provided that all persons employed and classified as engineers in public hospitals at the operative date of this Award shall be deemed to hold qualifications to the level required by this Award.

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act, as amended or varied from time to time

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*, as amended or varied from time to time

"Maintenance Supervisor (Tradesperson)" means a person appointed as such to an established position as approved by the employer and:

- (a) who assists the engineer or the assistant engineer in the supervision of staff and the general maintenance work of the hospital and, in addition, relieves them during their absence; or
- (b) who, where there is no engineer, is responsible for the operation of the steam raising plant and general maintenance work.

"Union" means the Health Services Union NSW.

2. Salaries

Full-time Engineer employees shall be paid the salaries as set out in Table 1 of Part B - Monetary Rates of this Award.

3. Grading Committee

- (i) A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer (a) the grading of any new position or any variation of grading or classification of a position as a result of any substantial alteration of duties and/or responsibilities or in any case of anomaly; and (b) the date of effect of the grading recommended. Provided that:
 - (a) an employee shall, while the grading of their position is under consideration by the committee be ineligible to be a member of the committee;
 - (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading; and
 - (c) where a retrospective date of effect is recommended such a date shall not be earlier than a date six months prior to the date on which the matter was referred to the committee.
- (ii) The members of the committee shall be entitled to examine any statement of duties pertaining to any position referred to the committee and any papers which illustrate the type of work performed by the occupant of the position or, if the employer approves, papers which are otherwise relevant to the question of the grading of the position, including statements of duties of other positions.
- (iii) Except as otherwise provided, the matters to be referred to the committee shall be:
 - (a) any application by an employee for review of the grading of the position he occupies if the chief executive officer of the Health Service certifies that in their opinion there has been a substantial alteration of duties and/or responsibilities since the last grading of the position and states the nature of such alteration, or that the grading of the position is markedly out of keeping with that of other positions in the Health Service;
 - (b) the grading of any new position;
 - (c) such cases as the Union may raise where the Union has stated the grounds and indicated the basis on which it desires such cases to be considered by the committee; and
 - (d) such other cases as the NSW Ministry of Health may approve.
- (iv) The committee shall meet to consider the grading of a position within twenty-one days of such grading having been referred to the committee.
- (v) In the event of the members of the committee being in disagreement as to the grading to be recommended for a position or as to the date of effect, the members representing the Union shall, within twenty-one days of the meeting of the committee at which such disagreement occurred, furnish to the

employer, a written report stating the grading or date of effect which they consider appropriate with their reasons therefore and indicating also whether they wish to interview the employer in connection with their representations.

- (vi) The report of the committee shall be signed by at least one representative of the employer and of the Union.
- (vii) Nothing in this clause shall affect the right of the Union to apply to the Public Health Employees (State) Industrial Committee for the settlement of any dispute arising from the grading of any employees under this Award.

4. Conditions of Service

- (i) The Health Employees Conditions of Employment (State) Award 2021 as varied or replaced from time to time, shall apply to all persons covered by this Award.

Provided that Clause 9, Overtime, of that Award shall not apply to an employee covered by this Award who is:

- (a) classified as Engineer, Grade 7; or
- (b) paid an allowance because he acts in the capacity of a group engineer or regional engineer; or
- (c) who, following 13 November 1997, is reclassified to a higher grade because he acts in the capacity of a group engineer or regional engineer;

and the salary rates of engineers not so entitled to overtime shall be deemed to cover all incidents of employment.

- (ii) In addition, the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, shall also apply to relevant employees.

5. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply.

6. 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.

NOTES -

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

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

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described) there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the second column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Health Employees' Engineers (State) Award 2021 published 8 April 2022 (391 I.G. 844) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

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

Classification	Rate to apply from ffppoa 01/07/2021 Per week \$	Rate from ffppoa 01/07/2022 Per week \$
Engineer		
Assistant		
Grade 1	1,469.57	1,506.75
Grade 2	1,575.61	1,615.47
Grade 3	1,680.33	1,722.84
Grade 4	1,785.91	1,831.09
Grade 5	1,943.67	1,992.84
Grade 6	2,101.31	2,154.47

Engineer		
Grade 1	1,469.57	1,506.75
Grade 2	1,575.61	1,615.47
Grade 3	1,680.33	1,722.84
Grade 4	1,785.91	1,831.09
Grade 5	1,943.67	1,992.84
Grade 6	2,101.31	2,154.47
Grade 7	2,441.95	2,503.73
Maintenance Supervisor (Tradesperson)		
Grade 1	1,316.58	1,349.89
Grade 2	1,417.97	1,453.84

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' ORAL HEALTH THERAPISTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192632 of 2022)

Before Chief Commissioner Constant

18 July 2022

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classification Structure
4.	Transition Arrangements
5.	Anti-Discrimination
6.	Salaries
7.	Conditions of Employment
8.	Dispute Resolution
9.	No Extra Claims
10.	Area, Incidence and Duration

2. Definitions

"Dental Clinic" means any dental clinic whether fixed or mobile or any Oral Health Training School.

"Dental Therapist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in preventative and operative dental care of children. A dental therapist must hold the relevant registration from the Dental Board of Australia.

"Dental Hygienist" means a person appointed as such and who possesses an approved qualification of proficiency in theory and technique in dental hygiene. A dental hygienist must hold the relevant registration from the Dental Board of Australia.

"Ministry" means the Ministry of Health.

"Oral Health Therapist" means a person appointed as such and who holds the relevant registration from the Dental Board of Australia as an oral health therapist or both the registrations of dental therapist and dental hygienist.

"Service" unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or any other organisations deemed acceptable by the Ministry of Health.

"Union" means the Health Services Union NSW.

3. Classification Structure

3.1 Level 1

- (a) Oral Health therapists who hold an approved qualification requiring less than three years of full-time study shall commence on the level 1, Year 1 salary. Single registered dental therapist and dental hygienists also commence on this rate. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring three years of full-time study shall commence on the level 1, year 2 salary.
- (c) Oral health therapists who hold an appropriate degree, or other qualification deemed equivalent by the Ministry of Health, requiring four years or more full-time study shall commence on the level 1, year 3 salary.
- (d) Oral health therapists employed at level 1 are newly qualified employees. Oral health therapists at this level are beginning practitioners who are developing their skills and competencies.
- (e) Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (f) Level 1 staff work under discipline specific professional supervision. Level 1 staff exercise professional judgment commensurate with their years of experience, as experience is gained, the level of professional judgment increases and professional supervision decreases.
- (g) Level 1 staff participate in quality activities and workplace education.
- (h) After working as a health professional for 12 months, level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

3.2 Level 2

- (a) Progression to level 2 from level 1 is automatic following completion of 12 months satisfactory service at the level 1 year 4 salary step. Single registered dental therapist and dental hygienists have limited progression entitlements as described in the Clause 4 Transition Arrangements.
- (b) Level 2 oral health therapists are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at level 1.
- (c) Oral health therapists at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal professional supervision.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (e) Level 2 staff may be required to supervise level 1 oral health therapists and technical and support staff as required.
- (f) Level 2 oral health therapists may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

- (h) Sole Practitioner Allowance
- (i) The sole practitioner allowance is payable to positions at level 1 or level 2 where they:
 - are the only oral health practitioner at the site; and
 - are required to exercise independent professional judgement on a day to day basis without ready access to another like professional for informal consultation, assistance and advice; or
 - undertake administrative and/or managerial responsibilities that would otherwise not be expected of a level 1 or level 2 position.
- (j) The allowance paid to sole practitioners at levels 1 and 2 is equal to the difference between the maximum level 2 salary and the minimum level 3 salary.

3.3 Levels 3 and 4

- (a) Creation of positions at levels 3 and above will be on a needs basis as determined by the employer.
- (b) Positions at Levels 3 and 4 may have a clinical, education or management focus or may have elements of all three features.
- (c) Oral health therapists working in positions at Levels 3 and 4 are experienced clinicians who possess expertise or a high level of broad generalist knowledge within their discipline.
- (d) Level 3 and 4 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 and 4 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- (e) Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (f) Level 3 and 4 staff have the capacity to provide clinical supervision and support to Level 1 and 2 oral health therapists, technical and support staff. Level 3 and 4 staff are involved in planning, implementing, evaluating and reporting on services. Level 3 and 4 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- (g) The expertise, skills and knowledge of a Level 3 or 4 oral health therapist is such that they may have the responsibility of a consultative role within their area(s) of expertise. Level 3 and 4 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- (h) Level 3 and 4 staff may be required to manage specific tasks or projects. Roles that may be undertaken at Levels 3 and 4 include, but are not limited to, the following:
- (i) Senior Clinician

The employer will establish Senior Clinician positions at Level 3 or Level 4 as it deems appropriate based on the needs of the service.

Oral health therapists at Level 2 may also make application to the employer for personal progression to a Senior Clinician Level 3. A Senior Clinician Level 3 may make such an application to progress to Level 4.

(j) Senior Clinician Level 3

Level 3 Senior Clinicians are oral health therapists who, in addition to performing the full range of activities permitted under the relevant scope of practice, are recognized as having high levels of knowledge and clinical expertise in several areas of their scope of practice.

A Level 3 Senior Clinician may have an operational/supervisory role in a small facility.

(k) Senior Clinician Level 4

In addition to applying high level clinical skills as expected for a Senior Clinician, Level 4 Senior Clinicians may have the following roles:

A Level 4 Senior Clinician's expert level of knowledge and clinical practice in several areas of the scope of practice is such that they provide a consultancy service in these areas across an Area, geographic region or clinical network.

A Level 4 Senior Clinician's high-level knowledge and clinical expertise across all areas of the relevant scope of practice is such that they provide a consultancy service within their discipline across an Area, geographic region or clinical network. A "generalist" Level 4 Senior Clinician would usually work in a rural or regional area.

(l) Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A Level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

(m) Student Educator - (Level 4)

A student educator is responsible for the discipline specific clinical supervision, teaching and co-ordination of educational activities for students on clinical placements within one or more health facilities. This involves liaison with education providers regarding educational outcomes of the clinical placement and student education and placement quality evaluation within an area, region, network or zone. The work may include contributing to discipline workforce research or clinical placement improvement initiatives.

A student educator may also be required to undertake research into adult education principles, models of best practice in training and education and training program development as required, in order to support and improve the delivery of training to students.

The student educator may also have a clinical load.

4. Transition Arrangements

Single registered therapists and hygienists will have limited transition to the new oral health therapists scale, until the full oral health therapist qualifications are obtained. This is due to the broader scope of work of the oral health therapist over the existing classifications.

The transition will be:

Existing Grade 1 dental therapists and dental hygienists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 2. Incremental progression beyond this can only occur with registration for the full scope of work of the oral health therapist.

Existing Grade 2 and Grade 3 Therapists move to the new oral health therapist scale based on years of service to a maximum of level 2 year 4.

Existing Community Dental Health Programs Officers move to level 3 of the new oral health therapist scale based on years of service.

New positions of level 3 or level 4 will be advertised based upon the broader scope of work of the oral health therapist. If these are unable to be filled by suitably qualified applicants, consideration will be given to re-advertising the position(s) with single registration criteria.

There will be no new appointments to the classification of Community Dental Health Programs Officer or Dental Therapist Tutor. Any new appointments to the classifications of single registered dental therapist or dental hygienist will be employed against the new oral health therapist scale with the limited progression entitlements as prescribed in the transition arrangements for current employees.

5. 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.

NOTES -

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

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

6. Salaries

Full time Oral Health Therapist employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 2021, as varied or replaced from time to time.

7. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time,

subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

8. Dispute Resolution

The dispute resolution procedures contained in the said Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply.

9. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees Oral Health Therapists (State) Award 2021 published 11 March 2022 (391 I.G. 636) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 192328 of 2022)

Before Commissioner Sloan

20 July 2022

AWARD

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2. Definitions

"Local Health District" means a Local Health District as specified in Schedule 1 of the *Health Services Act 1997*, and, for the purposes of this Award, will also include the Ambulance Service of NSW as described in section 76A of the said Act and also "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

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

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the *Industrial Relations Act 1996* or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Union" means any or all of the following organisations as the case may be:

Construction, Forestry, Mining and Energy Union (New South Wales Branch);

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (New South Wales Branch);

Electrical Trades Union of Australia (New South Wales Branch).

3. Classifications

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of their work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of their work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motorcycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floor laying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cut-out displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out their work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

3A. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that the Employer approves. Ministry of Health Study Leave provisions apply. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc).

Placement - The relevant Chief Executive will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

4. Hours and Contract of Employment

- (i) Employment under this Award will be full-time, part-time, or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (ii) Full-time employees - Hours:
 - (a) "Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and at or before 10:00 am otherwise than as part of a shift system.

"Shift Worker" means a worker who is not a day worker as defined.
 - (b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.
 - (c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
 - (d) An employee who has not worked a complete four week 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 allocated day off. Such payment shall also be made to an employee on termination of employment.
 - (e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.
 - (f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to their next allocated day off duty, in normal sequence, they shall be given and shall take such day as though they had worked the whole of the 20 day cycle.
 - (g) Where an employee is required to work on their accrued allocated day off, other than a call back, they shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.
 - (h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly, no penalty payments shall be payable to the employee where they and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.
 - (i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 18, Public Holidays, and clause 19, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.

- (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
 - (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
 - (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
 - (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
 - (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employee.
 - (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
 - (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.
- (iii) Part Time Employment:
- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.
 - (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall not be entitled to Public Holidays where the employee would not have worked that day pursuant to their usual roster.
 - (c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employee's circumstances.
 - (d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter, except that on Sunday such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.
- (iv) Casual Employment:
 - (a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.
 - (b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which they perform.
 - (c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.
- (v) All employees:
 - (a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.
 - (b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.
- (vi) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Local Health District (12 hour shifts) and Western Sydney Local Health District Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.
- (ii) An employee required by their employer to be on call, otherwise as provided in subclause (iii) of this clause, shall be paid the 'On-call – Rostered on duty' allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iii) An employee required to be on call on rostered days off shall be paid the 'On-call – Rostered off duty' allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone to an employee rostered on call.
- (vi) Where provided with a mobile telephone, a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively, an employee not

provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.

- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

4B. 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 they seek to elect to convert their 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 *Workplace Health and Safety Act 2011* 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 Australian Government's National Standards for Group Training Organisations.

4C. Termination

- (i) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the hospital or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice they shall be paid one week's salary in lieu thereof.

5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and clause 17, Shift Work) the rates of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.

- (ii) Rest period after overtime - when overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of their employer such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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:

- (a) For the purpose of changing shift rosters; or
- (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or

- (c) Where a rostered shift is altered by arrangement between the employees themselves.
- (iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:
- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.
- All overtime work after twelve noon on a Saturday shall be paid for at double time.
- (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.
- (iv) Overtime worked on Public Holidays:
- (a) Overtime worked on a public holiday as prescribed by clause 18, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
- (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.
- (v) Call back:
- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work they were recalled to perform is completed within a shorter period.
- (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from their place of work.
- Provided further that where an employee elects to use their own mode of transport, the employee shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.
- (vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.
- (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
- (b) A meal break of not less than 20 minutes shall be allowed during such shift.
- (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
- (d) The rate of pay for temporary night work shall be time and one half.

- (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
- (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
- (viii) Meal money - An employee required to work overtime in excess of one- and one-half hours after working ordinary hours shall be paid by their employer an amount set out at Table 3 to meet the cost of a meal. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to their overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.

- (ix) Transport of employees - When an employee after having worked overtime or a shift for which they have not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to their home, or pay him their current wage for the time reasonably occupied in reaching their home (provided that this subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).
- (x) Reasonable overtime:
 - (a) Subject to paragraph (b) below, 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:
 - (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;
 - (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.
- (xi) Cribs:
 - (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and clause 17, Shift Work, shall be allowed, at the expiration of the said one and one half 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.
 - (b) When 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 1 pm which meal break shall be taken without loss of pay.

6. Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4. The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

6A. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under clause 6 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 6B, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYG withholding by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.

- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6 of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

6B. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in PD2018_044 Salary Packaging, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would

have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6. Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HELP repayments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the PD2018_044 Salary Packaging.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in PD2018_044 Salary Packaging as amended from time to time.

7. Additional Rates, Special Rates and Allowances

- (i) Additional Wage Rates
 - (a) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2. An electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2.
 - (b) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 for all purposes for acting on various licences or combinations thereof as set out:
 - (1) when required to act on plumber's licence;
 - (2) when required to act on gasfitter's licence;
 - (3) when required to act on drainer's licence;

- (4) when required to act on plumber's and gasfitter's licence;
- (5) when required to act on plumber's and drainer's licence;
- (6) when required to act on gasfitter's and drainer's licence;
- (7) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by their employer to act on their licence or licences during the course of their employment shall be paid at the rate per hour mentioned in this Award for every hour of their employment whether they had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (c) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 in addition to their ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 17, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (d) Electric Welding - An employee being the holder of a Department of Education, Skills and Employment oxy-acetylene or electric welding certificate who may be required by their employer to act on either of their certificates during the course of their employment shall be entitled to be paid for every hour of their employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.
- (e) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.
- (f) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week they are so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (g) BMC Operators:
 - (1) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.
 - (2) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
 - (3) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.
- (h) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 for each vehicle inspected plus an amount per day set out at Table 2 whilst actually at work.

- (i) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes:

Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;

Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;

Electrician in Charge of Generating Plant less than 75 Kilowatts;

Electrician in Charge of Generating Plant 75 Kilowatts or more;

Plant Electrician.

- (j) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes.

(ii) Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (b) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011* (NSW).
- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- (f)
- (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
 - (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (g) Smokeboxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2.
- (h) Wet Places:
- (1) An employee working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid an amount per hour extra as set out at Table 2; provided that their extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as they are required to work in wet clothing or boots.

Where an employee is required to work in the rain they shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
 - (2) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (i) Acid Furnaces, Stills, etc:
- (1) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
 - (2) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.
- (j) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.

- (k) Swing Scaffolds:
- (1) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
 - (2) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 more than that rate applicable to other employees, in paragraph (a) above.
 - (3) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (l) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations or its successor agency shall be paid an amount per hour extra as set out at Table 2.
- (m) Working Second hand Timber - Where, whilst working second hand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber they shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which their tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that they can prove their claim.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (p) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (q) Toxic and Obnoxious Substances:
- (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
 - (4) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- (r) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.

- (s) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (t) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.
- (u) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

Definition: Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

Control: All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in clause 7(ii), Special Rates, with the exception of subclauses (a) Cold Places; (e) Hot Places; (k) Swing Scaffold; (l) Spray Application; and (m) Working Second hand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

- (v) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (w)

- (1) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Secretary of the NSW Ministry of Health.

- (2) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2. Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

- (iii) Thermostatic Mixing Valve - An allowance per week as set out at Table 2 shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.
- (iv) Chokages - Subject to subclause 7(ii), Special Rates, if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if they are required to work in a septic tank in operation they shall be paid an amount as set out at Table 2 per day or part thereof.
- (v) Fouled Equipment - An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 per day or part thereof:

Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 7(iv), Chokages, would otherwise be payable.

8. Tool Allowances

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

9. Leading Hands

- (i) Leading Hand Electrician:
 - (a) For the purposes of this subclause, Leading Hand means any electrical worker who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
 - (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2.
- (ii) Leading Hand, other than Electrician:
 - (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
 - (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.
 - (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.
- (iii) Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

10. Excess Fares and Travelling Time

- (i) An employee who on any day or from day to day is required to work at a job away from their accustomed place of work shall, at the direction of their employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. Where the travelling time and fares are in excess of those normally incurred in travelling to their accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.
- (ii) An employee who, with the approval of the employer, uses their own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given. Such discussions should include consideration of the impact of the change on affected employees. The employer shall give the employee one calendar months' notice of the requirement to report to a new accustomed place of work.

Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD20 12_021 Managing Excess Staff of the NSW Health Service, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant ‘test case’ decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant ‘test case’ decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

11. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4C, Termination, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or their services are terminated without due notice, in accordance with the said clause, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but, in any case not more than 48 hours thereafter.
- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

12. Higher Duties Allowance

- (i) Where a Leading Hand is on their allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than their ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.

- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift they shall be paid the appropriate allowance for the whole of such day or shift.

13. Accumulation of Additional Days Off

Full-time employees may accumulate up to five ADOs (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any employee who has already accumulated five ADOs must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADOs accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADOs may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

14. Special Conditions

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the *Workplace Health and Safety Act 2011* shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Ministry of Health for disinfecting clothing while in use.
- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable earmuffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

15. First-Aid Equipment

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

16. Amenities

The provisions contained in the "Accommodation and Amenities" clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

17. Shift Work

- (i) Definitions - for the purpose of this clause:

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

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

- (iv) Sundays and Holidays:

- (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
- (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 18, Public Holidays, shall be paid at the rate of double time and one-half.
- (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

18. Public Holidays

- (i)

- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday: Provided that, if the employee so elects, they may be paid one half day's pay in addition to the weekly rate and have one day added to their period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day and Boxing Day.
 - (c) Day workers are to be paid one day's pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
 - (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
 - (2) have one day added to their period of annual leave.
 - (e) The election referred to in paragraphs (a) and (d) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to be taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

19. Picnic Day

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.
- (iii) An employer may require from an employee evidence of their attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

20. Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.

- (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
 - (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
 - (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes'; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.
 - (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
 - (f) Painters and Signwriters to be supplied with all brushes.
 - (g) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi)
- (a) Subclause 20(vi) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (c) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (vii)
- (a) subclause 20(vii) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
 - (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (e) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

- (viii) Ambulance Service Uniform and Protective Clothing.
- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
 - (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
 - (c) The issue of uniforms shall be to the value contained in Table 3. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.
 - (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
 - (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
 - (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
 - (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
 - (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.
- (ix) In the event that it is necessary for an employee in the course of their duties to use tools other than those of their own trade, such tools shall be supplied by the employer.

21. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled.

The line shall be drawn as follows, viz., commencing at Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

22. Damage to or Loss of Clothing or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default they shall compensate the employee to the extent of their loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of their tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

23. Transport of Employee's Tools

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use their/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time. .
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

24. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
 - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) if 35 ordinary shifts on such days have been worked - one week (five working days);
 - (2) if less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours' leave for 35 such shifts worked;
 - (3) if less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked. The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.

- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) A shift worker shall be paid, whilst on annual leave their ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if they had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 18, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in subclause 2.11.1 of PD2019_010 Leave Matters for the NSW Health Services, as varied or replaced, from time to time.

25. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.

From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access their long service leave on a pro-rata basis per completed year of service.
 - (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
 - (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of subclause (i) of this clause -
 - (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 2 of the Government Sector Employment Regulation 2014;
 - (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
 - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before they were so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of their service after they were so re-employed unless they have completed at least five years' continuous service from the date of their being so re-employed.
 - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until they have completed at least five years' continuous service from the date upon which they commenced their current period of employment.

- (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
- (c) service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
- (b) for each period of long service leave taken on half pay - half the number of days so taken,
- (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by their death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if they so desire and by agreement with their present employer and their proposed employer, be allowed to retain their credit to long service leave in lieu of payment of the monetary value under this subclause.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service, dies, the widow or widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had their services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of their death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which clause 21 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
- (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
- (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
- (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given their next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

26. Sick Leave

- (i)
- (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.
- (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
- (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
- (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (e) An employee shall not be entitled to sick leave until after three months' continuous service.

- (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
 - (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 25, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
 - (h) Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

27. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with Ministry of Health Policy Directive PD2019_010, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with Ministry of Health Policy Directive PD2019_010, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with Ministry of Health Policy Directive PD2019_010, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

28. Family and Community Service Leave and Personal/Carers Leave

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand-alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General
 - (a) For the purpose of this clause relating to FACS leave:

"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.

- (b) The employer may grant FACS leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (ii) FACS leave replaces compassionate leave.
- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

- (iv) FACS Leave - entitlement
- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,
- whichever method provides the greater entitlement.
- (b) For the purposes of calculating entitlements under (iv)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 8 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add

all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in their first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, they would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

- (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

- (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"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.

- (ii) Use of sick leave to care for the person concerned - entitlement
- (a) 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 as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The 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.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including 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. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. 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.
- (b) long service leave; or
- (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.

- (iv) Time off in lieu of payment of overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.
- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, 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 another time, during the spread of ordinary hours provided for in clause 4, of this 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 during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i) of Part A of this clause.
 - (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 part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (ii)(e) - (h) of Part B of this clause, 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 (i) of Part 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.
 - (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 part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

29. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

(a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice should indicate the period of leave desired and must include a medical certificate stating the expected date of birth.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual, sick and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual, sick and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with pregnancy an employee is unable to continue to work then they can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that they are able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. They may resume duty at any time provided they produce a doctor's certificate as to their fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (iv)(a) of Part A of this clause or paragraph (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under paragraph (i)(c) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under paragraph (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave

(i) Eligibility

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or

- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

- (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -
- After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.
- As per maternity leave conditions.
- (vii) Right to Return to Previous Position
- As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of maternity, adoption or 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 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.
- (iii) The employee's request and the employer's decision made under paragraphs (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under paragraph (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their fulltime weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's fulltime hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

E. Communication During Leave

- (i) Where an employee is on maternity, adoption or 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 the 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 the leave.
- (ii) 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 the 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 employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

F. Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, 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).
- (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 the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

30. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular workplace which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level, then:
- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved then: -
- (iii) Discussions shall include representatives of senior management of the Local Health District and relevant union/s, if it cannot be resolved, then: -
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the *Industrial Relations Act 1996*.
- (v) Nothing in these procedures will preclude the Local Health District and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude a Local Health

District or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.

- (vi) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work. A Local Health District will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

31. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than their normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than their normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (ii) All fares and travelling expenses involved in conveyance of the employee and their tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:
- (a) An employee travels to or from such place of temporary residence without the approval of the employer or
- (b) the employee terminates their own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

32. Exhibition of Award

See section 361 of the *Industrial Relations Act* 1996, which provides for the exhibition of industrial instruments in the workplace.

33. Consultative Committees

Each Local Health District and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:

The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the statewide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

34. Union Dues

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

35. Rights of Union Delegates

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those they represent.

36. 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 or domestic status, disability, responsibilities as a carer, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the Issues 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.

37. No Extra Claims

- (i) Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.
- (ii) 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.

38. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 3, Classifications, who are employed by the Secretary of the NSW

Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.

- (ii) This Award commences on 1 July 2022 and replace and rescinds the Public Health Service Employees Skilled Trades (State) Award 2021 published 6 August 2021 (389 I.G. 906) and all variations thereof.
- (iii) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The rates in the last column in Table 1 in Part B, Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.

PART B

MONETARY RATES

Table 1 - Weekly Wages

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	Effective Date 01-Jul-2022 \$
Bricklayer	
Level 1	57,657
Level 2 (Level 1 plus 5%)	60,539
Level 3 (Level 1 plus 10%)	63,423
Level 4 (Level 1 plus 15%)	66,305
Carpenter	
Level 1	57,657
Level 2 (Level 1 plus 5%)	60,539
Level 3 (Level 1 plus 10%)	63,423
Level 4 (Level 1 plus 15%)	66,305
Electrical Instrument Fitter	
Level 1	63,916
Level 2 (Level 1 plus 5%)	67,112
Level 3 (Level 1 plus 10%)	70,308
Level 4 (Level 1 plus 15%)	73,503
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng – Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.	
Electrical Tradesperson	
Level 1	61,019
Level 2 (Level 1 plus 5%)	64,070
Level 3 (Level 1 plus 10%)	67,121
Level 4 (Level 1 plus 15%)	70,172
Fitter / Motor Mechanic	
Level 1	57,504
Level 2 (Level 1 plus 5%)	60,379
Level 3 (Level 1 plus 10%)	63,255
Level 4 (Level 1 plus 15%)	66,130
Floor / Wall Tiler	
Level 1	57,657
Level 2 (Level 1 plus 5%)	60,539
Level 3 (Level 1 plus 10%)	63,423
Level 4 (Level 1 plus 15%)	66,305
Painter / Spray Painter	
Level 1	57,657
Level 2 (Level 1 plus 5%)	60,539

Level 3 (Level 1 plus 10%)	63,423
Level 4 (Level 1 plus 15%)	66,305
Plasterer	
Level 1	57,657
Level 2 (Level 1 plus 5%)	60,539
Level 3 (Level 1 plus 10%)	63,423
Level 4 (Level 1 plus 15%)	66,305
Plumber	
Level 1	58,058
Level 2 (Level 1 plus 5%)	60,961
Level 3 (Level 1 plus 10%)	63,864
Level 4 (Level 1 plus 15%)	66,768
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.	
Scientific Instrument Maker	
Level 1	59,411
Level 2 (Level 1 plus 5%)	62,381
Level 3 (Level 1 plus 10%)	65,353
Level 4 (Level 1 plus 15%)	68,323
Signwriter	
Level 1	58,928
Level 2 (Level 1 plus 5%)	61,875
Level 3 (Level 1 plus 10%)	64,822
Level 4 (Level 1 plus 15%)	67,767
Tool Maker	
Level 1	59,411
Level 2 (Level 1 plus 5%)	62,381
Level 3 (Level 1 plus 10%)	65,353
Level 4 (Level 1 plus 15%)	68,323
Welder 1st Class	
Level 1	57,504
Level 2 (Level 1 plus 5%)	60,379
Level 3 (Level 1 plus 10%)	63,255
Level 4 (Level 1 plus 15%)	66,130
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.	

Table 2 - Additional Rates, Special Rates and Allowances

(Including Tool Allowance for Electrical Trades)

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause No.	Allowance Description	Frequency	Effective Date 01-Jul-2022 \$
4A(ii)	On-call - Rostered on duty	Per 24 Hours	25.87
4A(iii)	On-call - Rostered off duty	Per 24 Hours	51.10
7(i)(a)	Electricians Licence Grade A	Per Week	53.26
7(i)(a)	Electricians Licence Grade B	Per Week	29.05
7(i)(b)(1)	Plumbers License	Per Week	52.86
7(i)(b)(2)	Gasfitters License	Per Week	52.86
7(i)(b)(3)	Drainers License	Per Week	43.06
7(i)(b)(4)	Plumbers and Gasfitters License	Per Week	69.81
7(i)(b)(5)	Plumbers and Drainers License	Per Week	69.81
7(i)(b)(6)	Gasfitters and Drainers License	Per Week	69.81

7(i)(b)(7)	Plumbers and Drainers and Gasfitters License	Per Week	97.25
7(i)(c)	Plumbers/Gasfitters/Drainers Reg. Cert	Per Hour	1.04
7(i)(d)	Electric Welding	Per Hour	0.82
7(i)(e)	Computing Quantities	Per Day	6.64
7(i)(f)	Boiler Attendants Certificate	Per Week	8.20
7(i)(g)	BMC Operator	Per Week	42.66
7(i)(h)	Motor Mechanic per day	Per Day	3.37
7(i)(h)	Motor Mechanic	Each	0.84
7(i)	Elec Fitter & Assistant to Chief Eng. -Sydney Hospital	Per Week	75.20
7(i)	Elec Fitter & Assistant to Chief Eng. -Other Hosp.	Per Week	59.98
7(i)	Electrician in Charge of Generating Plant less than 75 Kilowatts	Per Week	22.08
7(i)	Electrician in charge of Generating Plant 75 Kilowatts or more	Per Week	76.71
7(i)	Plant Electrician	Per Week	72.13
7(j)	Welder Special Class	Per Week	13.73
8	Tool Allowance – Electrical Trades	Per Week	21.94
9(i)(b)	Leading Hand Electrician	Per Week	72.13
9(ii)(a)	Leading Hand – Other than Electricians I/C up to 5 Employees	Per week	54.99
9(ii)(b)	Leading Hand – Other than Electricians I/C 6 up to 10 Employees	Per Week	71.86
9(ii)(c)	Leading Hand – Other than Electricians I/C over 10 Employees	Per Week	92.09
7(ii)(a)	Cold Place	Per Hour	0.88
7(ii)(b)	Confined Spaces	Per Hour	1.04
7(ii)(c)	Dirty Work	Per Hour	0.88
7(ii)(d)	Height Money - at 7.5 metres	Per Hour	0.88
7(ii)(d)	Height Money - every additional 3 metres	Per Hour	0.88
7(ii)(e)	Hot Places – 46C-54C	Per Hour	0.88
7(ii)(e)	Hot Places – more than 54C	Per Hour	1.04
7(ii)(f)(1)	Insulation Material	Per Hour	1.04
7(ii)(f)(2)	Asbestos	Per Hour	1.04
7(ii)(g)	Boil Repair	Per Hour	0.62
7(ii)(g)	Oil fired Boiler	Per Hour	2.16
7(ii)(g)	Smoke Boxes etc	Per Hour	0.62
7(h)(1)	Wet Places – other than rain	Per Hour	0.88
7(h)(1)	Rain	Per Hour	0.88
7(h)(2)	Mud Allowance	Per Day	6.75
7(i)	Acid Furnaces etc.	Per Hour	4.44
7(j)	Depth Money	Per Hour	0.88
7(k)(1)	Swing Scaffolds other than plasterers - First four hours	Per Hour	6.27
7(k)(1)	Swing Scaffolds other than plasterers - Thereafter	Per Hour	1.31
7(k)(2)	Swing Scaffolds – plasterers	Per Hour	0.17
7(l)	Spray Application	Per Hour	0.88
7(m)	Working Second-hand timber	Per Day	3.34
7(n)	Roof Work	Per Hour	0.88
7(o)	Explosive Powered Tools	Per Day	2.08
7(p)	Morgues	Per Hour	0.98
7(q)(1)	Toxic_Obnox – Epoxy Materials	Per Hour	1.04
7(q)(2)	Toxic_Obnox Sub A/C not operating	Per Hour	0.74
7(q)(4)	Close Proximity to Toxic Sub	Per Hour	0.88
7(r)	Psychiatric Patients (PH Ward)	Per Hour	0.74
7(s)	Animal House	Per Hour	0.57
7(u)	Asbestos Eradication	Per Hour	2.92
7(x)(1)	Psychiatric Hospitals	Per Hour	1.70

7(x)(2)	Geriatric Allowance - Allandale/Garrawarra	Per Hour	0.59
7(x)(2)	Geriatric Allowance - Lidcombe	Per Hour	0.54
7(iii)	Thermostatic Mixing Valve	Per Week	28.96
7(iv)	Chokages	Per Day	10.10
7(v)	Fouled Equipment	Per Day	10.10
21(i)	Climatic and Isolation Allowance - Time and Half Zone	Per Week	9.56
21(ii)	Climatic and Isolation Allowance - Double Zone	Per Week	19.24
N/A	Apprentice Passing Exams - 1st Year	Per Week	1.80
N/A	Apprentice Passing Exams - 2nd Year	Per Week	5.59
N/A	Apprentice Passing Exams - 3rd Year	Per Week	7.37

Table 3 - Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

The date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause No.	Allowance Description	Frequency	Effective Date 01-Jul-2022 \$
8	Tool Allowance Bricklayer	Per Week	25.30
8	Tool Allowance Carpenter	Per Week	35.40
8	Tool Allowance Floor/Wall Tiler	Per Week	25.30
8	Tool Allowance Fitter Motor Mechanic	Per Week	35.40
8	Tool Allowance Plasterer	Per Week	35.40
8	Tool Allowance Painter Spray Painter Signwriter	Per Week	8.70
8	Tool Allowance Plumber	Per Week	35.40
8	Tool Allowance Scientific Instrument/Tool Maker	Per Week	35.40
8	Tool Allowance Welder 1st Class	Per Week	35.40
5(viii)	Meal Allowance for meal on overtime	Each	28.80
5(viii)	Subsequent Meal	Each	12.20
10(i)	Employee required to work away from accustomed place of work	Per Day	23.60
20(vii)(c)	Laundry Allowance (Skilled Trades)	Per Week	1.10
31	Living away from home allowance - (W)	Per Week	576.00
31	Living away from home allowance - (D)	Per Day	82.30
22(ii)	Damage to clothing and tools - insurance to the extent of		2,049.10
20 (viii)	Ambulance Service - Uniform provided up to the value of	Per Year	440.20

Table 4 - Apprentices Wages and Allowances

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	Effective Date 01-Jul-2022 \$
Apprentice Bricklayer	
1st Year	25,082
2nd Year	33,347
3rd Year	43,069
4th Year	49,802
Apprentice Carpenter	
1st Year	25,082
2nd Year	33,347

3rd Year	43,069
4th Year	49,802
Apprentice Electrician	
1st Year	25,082
2nd Year	33,347
3rd Year	43,069
4th Year	49,802
Apprentice Fitter / Motor Mechanic	
1st Year	25,082
2nd Year	33,347
3rd Year	43,069
4th Year	49,802
Apprentice Painter	
1st Year	25,082
2nd Year	33,347
3rd Year	43,069
4th Year	49,802
Apprentice Plumber	
1st Year	25,082
2nd Year	33,347
3rd Year	43,069
4th Year	49,802
Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2.	
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc.), will also apply. This includes the Allowances for Apprentices passing exams.	

SCHEDULE 1

Table 1 - Award History

Public Health Service Employees Skilled Trades (State) Award
(Incorporating the Ambulance Service of NSW Skilled Trades)

Date Published	Volume	Publication No.	Description
21 June 2002	334	C1022	Award
27 July 2002	336	C1407	Variation
4 March 2005	348	C3373	Variation
17 March 2006	358	C3872	Variation
17 March 2006	358	C4108	Variation
17 March 2006	358	C4239	Variation
8 September 2006	360	C4864	Variation
6 October 2006	361	C4732	Variation
17 November 2006	361	C5031	Variation
23 February 2007	362	C5223	Variation
9 March 2007	362	C5301	Variation
8 February 2008	364	C6222	Variation
11 April 2008	365	C6338	Award Review
30 January 2009	367	C6866	Variation
26 February 2010	369	C7403	Variation
30 December 2011	371	C7701	Award
10 August 2012	373	C7799	Award Review Variation

Public Health Service Employees Skilled Trades (State) Award

Date Published	Volume	Publication No.	Description
5 October 2012	374	C7979	Award
16 August 2013	375	C8062	Correction
16 August 2013	375	C8065	Award
3 July 2015	377	C8352	Award
15 April 2016	379	C8528	Award

Public Health Service Employees Skilled Trades (State) Award 2018

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8784	Award

Public Health Service Employees Skilled Trades (State) Award 2019

Date Published	Volume	Publication No.	Description
9 June 2019	385	C8915	Award
23 April 2021	389	C9239	Variation

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192205 of 2022)

Before Chief Commissioner Constant

20 July 2022

AWARD

PART A

Arrangement

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

PART B

Table 1 - On-Call Rates

PART A

1. Definitions

- (i) "Biomedical Engineer" means a person appointed as such having qualifications acceptable to the Institution of Biomedical Engineers as an Associate, or such other qualifications deemed by the employer to be appropriate.
- (ii) "Director/Deputy Director" means an officer appointed as Head of a Department or as Second-in-Charge of a Department provided that such position is approved by the employer and such officer having qualifications acceptable to the Institution of Biomedical Engineers to be a member of such institution, or such other qualifications deemed appropriate by the employer.
- (iii) "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.
- (iv) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

- (v) "Service" means service before and/or after commencement of this Award as a biomedical engineer in any one or more hospitals in New South Wales or any other hospital deemed acceptable by the employer.
- (vi) "Union" means the Health Services Union NSW.

2. Grading Committee

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

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

Provided that:

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

3. Salaries

Full time Biomedical Engineer employees shall be paid the salaries as set out in the Health Professional and Medical Salaries (State) Award 20121, as varied or replaced from time to time.

Full time Biomedical Engineer employees shall be paid the allowances as set out in Table 1 of Part B - Monetary Rates, of this Award.

4. On Call

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

5. Exemptions

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

6. Anti-Discrimination

- (i) It is 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 or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

NOTES -

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

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

7. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award 2021, as varied or replaced from time to time, shall also apply to all relevant employees.

8. Labour Flexibility

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

- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

9. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, shall apply.

10. 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 (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

11. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2022 and shall remain in force for a period of one year. The allowances in the second column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2022.
- (ii) This Award rescinds and replaces the Public Hospital Professional Engineers' (Biomedical Engineers) (State) Award 2021 as published 8 April 2022 (391 I.G. 920) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittees.

PART B

Table 1 - On-call Rates

Item No.	Clause No.	Allowance Description	Rate to apply from to ffppoa 01/07/2021 \$	Rate from ffppoa 01/07/2022 \$
1	4	On-Call Allowance (per period)	9.30	9.54
1	4	Per on-call period per week (per week)	46.45	47.63

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

PUBLIC HOSPITALS DENTAL ASSISTANTS (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 192264 of 2022)

Before Chief Commissioner Constant

18 July 2022

AWARD**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Anti-Discrimination
5.	Conditions of Employment
6.	Rates of Pay
7.	No Extra Claims
8.	Area, Incidence and Duration

2. Definitions

"Employee" means a person employed in any Hospital or Local Health District in the classification of Junior Dental Assistant or Dental Assistant, Grade 1, 2 or 3.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

"Local Health District" means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*, as amended or varied from time to time.

"Ministry" means the Ministry of Health.

"Service", unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this Award in any one or more New South Wales public health organisations or other organisations deemed acceptable by the Ministry.

"Union" means the Health Services Union NSW.

3. Classifications**3.1 Dental Assistant Grade 1**

- (a) A Dental Assistant Grade 1 means a person appointed as such who has successfully completed a qualification in a relevant field recognised by the Dental Assistant Education Council of Australia or up to the level of Certificate III issued by a tertiary education institution or qualifications deemed by the Ministry to be equivalent.
- (b) Unqualified but experienced dental assistants can be employed as Dental Assistants Grade 1. Such employees commence and remain on level 1 year 1 until they obtain formal qualifications through study or recognition of prior learning. The employee is responsible for obtaining formal qualifications in their own time and at their own expense.

3.2 Dental Assistant Grade 2

- (a) A Dental Assistant Grade 2 means a person who is appointed to such a position and who has successfully completed a nationally recognised Dental Assisting Certificate course at Certificate Level IV or qualifications deemed by the Ministry to be equivalent.

3.3 Supervision Allowance

- (a) A dental assistant who, in addition to the normal range of duties, is required to supervise two or more dental assistants will be paid a supervision allowance. In order to be paid this allowance, the supervising dental assistant must be responsible for:
 - (i) A range of administrative tasks associated with clinical operations as required by the Health Service, and
 - (ii) The day to day supervision of staff including functions such as rostering, allocation of duties, conduct of or participation in performance reviews and input into management decisions.
- (b) The supervision allowance is to be paid as part of the employee's permanent salary, following a merit selection process. The rate of allowance paid is dependent upon the number of employees supervised and is contained in Table 1 of Part B, Monetary Rates in the Health Professional and Medical Salaries (State) Award 2021, as varied or replaced from time to time. If an employee is required to relieve for 5 days or more in the role of the supervisor, and performs all of the duties of the supervisor, then the supervision allowance will be paid to such employee.

3.4 Dental Assistant Level 3

- (a) Dental Assistant Grade 3 means a person who is appointed to such a position and who has a coordinating role across either a number of clinics in a Local Health District(s) or has the same level of responsibility in large teaching hospitals. The Level 3 dental assistant is a promotional position and is not eligible for a supervision allowance. Generally, if a level 3 dental assistant is responsible in one location, no other dental assistants in that clinic would be in receipt of a supervision allowance as prescribed in clause 3.3 above.
- (b) The scope of grade 3 positions is Local Health District(s)-wide or a comparable level of responsibility in a large clinic. Positions which require employees to perform the duties outlined below, will be graded at level 3.
- (c) A level 3 dental assistant will be required to do most or all of the following duties:
 - (i) Perform the usual range of dental assistant duties when required.
 - (ii) Recruitment of dental assistants.
 - (iii) Manage trainee dental assistant programs.
 - (iv) Participate in sector or area wide committees such as infection control, education, and performance improvement.
 - (v) Manage/participate in conflict resolution where required.
 - (vi) Chair dental assistant forums and meetings.
 - (vii) Mentor other dental assistants in their role as supervisors, including performance management and review processes.
 - (viii) Assist in managing safety issues.

- (ix) Manage the educational needs of dental assistants.
- (x) Manage staff relief across the sector/area.
- (xi) Prioritising of workload in conjunction with oral health practitioners.
- (xii) Co-ordinate and order all stock and consumables including:
 - liaison with external providers, and
 - being fully conversant with State contract processes.
- (xiii) Ensure the proper maintenance of equipment through:
 - training and monitoring of dental assistants in maintenance duties,
 - effecting minor repairs,
 - co-ordinate the repair services provided by external and internal providers, and
 - ensure contractual requirements of external providers are met.

4. Anti-Discrimination

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

NOTES -

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

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

"Nothing in 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.

5. Conditions of Employment

Conditions of Employment for employees shall be those prescribed in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award 2021, as varied or replaced from time to time, subject to the preservation of accrued rights for employees transferred from the Public Service on 1 October 1986.

6. Rates of Pay

Full time Dental Assistant employees shall be paid the salaries as set out in the Health Professional Medical Salaries (State) Award 2021, as varied or replaced from time to time.

Previous service as a Dental Assistant is to be taken into account in determining the commencing salary on employment.

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 (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

8. Area, Incidence and Duration

- (a) This Award takes effect on 1 July 2022 and shall remain in force for a period of one year.
- (b) This Award rescinds and replaces the Public Hospitals Dental Assistants (State) Award 2021 published 11 March 2022 (391 I.G. 647) and all variations thereof.
- (c) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1896)

SERIAL C9570**VENUES NSW (SCG & SFS EVENT DAY EMPLOYEES) AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Venues NSW.

(Case No. 305177 of 2022)

Before Commissioner Webster

28 October 2022

AWARD**PART A - CONDITIONS****1. Arrangement**

PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties Bound by this Award
4.	Operation and Duration of this Award
5.	Intention
6.	Classifications and Rates of Pay
7.	Superannuation
8.	Payment of Wages
9.	Consecutive Employment Terms
10.	Minimum Engagement
11.	Shift Cancellation
12.	Meal Breaks
13.	Meal Discount
14.	Uniforms
15.	Overtime
16.	Public Holidays
17.	Long Service Leave
18.	Transport, Security and Related Matters
19.	Employee Consultation
20.	Provision and Use of Staff Seating
21.	Implementation of the Non-Smoking Policy
22.	Anti-Discrimination
23.	Grievance and Dispute Procedures
24.	No Extra Claims
25.	Award Observance
26.	Commitment to Further Negotiations
27.	Signing of Award

PART B - RATES OF PAY

Monday to Sunday Flat Rate

Non Event Attendance Rate

Uniform Allowance

2. Title

This award will be known as the Venues NSW (SCG & SFS Event Day Employees) Award 2022 ("this award").

3. Parties Bound by this Award

- (a) This award is binding upon:
1. Venues NSW ("the employer"); and
 2. The Media Entertainment and Arts Alliance ("MEAA"), its officers and members ("the Union") in respect of all employees (whether members of the MEAA or not) engaged by the session or by the hour for work done in connection with the staging of a fixture being conducted by the employer (including an employee who is also engaged by the employer to perform work in a different position under a separate contract or weekly hiring) at the Sydney Cricket Ground or the Sydney Football Stadium.
- (b) This award will not apply to an honorary official i.e. any person who is either a member of the employer or who has previously acted in an honorary capacity in performing functions for which wage rates are prescribed by this award.

4. Operation and Duration of This Award

- (a) This award will rescind and replace the Venues NSW (SCG & SFS Event Day Employees) Award 2021 published 26 March 2021 (389 I.G. 285) (an award of the New South Wales Industrial Relations Commission).
- (b) This award will operate on and from the first full pay period on or after 28 October 2022 and will remain in force for a nominal term of 24 months.

5. Intention

- (a) The principal intentions of this award are:
1. To promote harmonious industrial relations for Venues NSW; and
 2. To maximise standards of Customer experience to the public and members, measured against those applying in the leisure and recreation industry nationally and internationally.

6. Classifications and Rates of Pay

- (a) Employees employed under this award work at day time, twilight and evening fixtures and will receive the appropriate hourly rate for the applicable classification as contained in Part B of this award from the first full pay period on or after the approval of this award.
- (b) The hourly rates set out in Part B of this award incorporate an increase for all event day work undertaken of 2.53% from the first full pay period on or after the approval of this award and a further increase of 2.53% effective from the first full pay period on or after the date that is 12 months after this award takes effect.
- (c) Employees employed under this award will be paid the non-event attendance rate as contained in Part B of this award from the first full pay period on or after the approval of this award.
- (d) The rates of pay set out in Part B - Rates of pay of this Award contain hourly rates of pay loaded to compensate employees covered by this Award for working ordinary hours Monday to Sunday, at daytime, twilight and evening fixtures and a separate hourly rate for working public holidays and overtime.

7. Superannuation

The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints Act 1993* (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

8. Payment of Wages

8.1 Period of Payment

- (a) Wages will be paid in arrears and on a weekly basis, based on working hours performed in the period Monday to Sunday
- (b) Wages will be paid no later than the Thursday following the end of the previous pay period, unless the employer and the majority of employees agree to later payment.

8.2 Method of payment

Payment of wages will be made via electronic funds transfer into an account nominated by the employee with a bank, building society or credit union.

9. Consecutive Employment Terms

All employees are required to make themselves available, accept a shift and perform work for a minimum of one shift over a two month period from the cessation of their last engagement. Any employee who does not satisfy these criteria may be required to re-apply for their position before being eligible for further engagements.

Prior to terminating the employment relationship the employer will attempt to contact any employee who has not satisfied this criteria. The employer may, in exceptional circumstances and at its sole discretion, waive the requirement for employees to re-apply where they are absent for a period of two months or more.

10. Minimum Engagement

The minimum engagement for all employees under this award will be four (4) hours to be worked consecutively, with the exception of non-match day staff meetings and training sessions which will be two (2) hours.

11. Shift Cancellation

When an engagement is cancelled by the employer and the cancellation of that engagement is made prior to the four hours before the commencement of the engagement, the employee will not be entitled to any remuneration for that day. When a cancellation of the engagement takes place by the employer within four hours of the engagement and prior to the normal starting time, an employee will be paid the minimum engagement as contained in clause 10 of the Award.

12. Meal Breaks

All employees rostered for more than four hours will receive a minimum of one paid 20 minute break. These breaks will be coordinated by team leaders and/or supervisors.

13. Meal Discount

Upon presentation of the staff identification card, employees rostered to work on match days will receive a discount off the normal purchase price for food and beverage (excluding alcoholic beverages) purchased from any on-site food and beverage outlet managed by our on-site catering service provider. This discount does not apply to any third party catering or franchise arrangements.

14. Uniforms

- (a) The employer will provide a uniform to staff where applicable.
1. Uniforms will consist of any SCG or SFS apparel issued to staff during the course of their employment including but not limited to; trousers, skirts, shirts, jackets, vests, jumpers, ties, scarves, hats, armbands, wet weather jackets and name badges.
- (b) Where uniforms are issued to staff other than on a daily basis;
1. All new Employees who commenced after 1 October 2009 will be required to pay a \$100.00 uniform bond on commencement of employment which will be refunded when the uniform is returned in good condition, fair wear and tear accepted.
 2. The bond will be paid via payroll deduction and can be made as one deduction of \$100.00 or instalments of \$20.00 per deduction per pay over five pay periods.
 3. The Employee will be responsible for the laundering of the uniforms. A laundry allowance of \$1.10 per shift will be paid into the Employee's nominated bank account.
 4. Uniforms will remain the property of the Employer and will be returned to the Employer on the termination of an Employee's employment in accordance with cl.14(b)5
 5. All uniforms issued to an employee are to be returned within one (1) month of the Employee's termination. Terminated Employees who do not return their full uniform issue within one (1) month of termination will forfeit their deposit.

15. Overtime

- (a) Overtime will be payable to an employee for all time worked:
1. In excess of ten (10) hours per engagement on a particular event; or
 2. In a day generally observed as a public holiday.
- (b) Overtime will be paid for at the rate of time and a half.
- (c) Overtime rates will not apply for any attendance at non-event related meetings or training.

16. Public Holidays

Public Holidays will be paid for at the rate of time and a half.

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 will be holidays.

17. Long Service Leave

- (a) Subject to clause 17(b) below, Long Service Leave entitlement will be governed by the *Long Service Leave Act 1955* (NSW).
- (b) The parties to this award acknowledge that prior 30 September 2008, employees employed by the Sydney Cricket and Sports Ground Trust as match day employees (or event day employees) received an hourly rate of pay which was loaded to compensate for entitlements arising from legislation applying in the State of NSW in relation to long service leave.

18. Transport, Security and Related Matters

- (a) The employer will upon request of an individual employee provide a security escort from the ground to the closest public transport late at night, where the employer is able to provide it within a reasonable period of time.
- (b) The employer will provide parking to employees on a discretionary basis subject to availability.

19. Employee Consultation

- (a) The Event Day Staff Operations Committee (EDSOC) will meet during the life of this award to identify and discuss matters relating to the operation of the Award and other workplace matters, which affect employees generally, but which are not explicitly covered by this Award, such as staff facilities, uniforms, training and other like workplace matters.
- (b) The EDSOC will be made up of management and employee nominated representatives. Wherever possible, all areas of event day operations should be represented. The union may nominate up to two employee representatives to participate as members of EDSOC. Prior to an EDSOC meeting employee representatives will be allowed up to 1 hour pre-meeting time to canvass matters and consolidate views on the EDSOC agenda. Employee representatives will participate in the EDSOC without loss of pay.
- (c) The EDSOC will meet as required, at a time suitable to both the employer and employees and at the request of either party, but not less than quarterly.
- (d) The employer acknowledges employee representatives have a role in gathering and disseminating information to colleagues during work hours provided it does not disrupt service to the public and members.
- (e) The operation of the EDSOC in accordance with this clause does not override the dispute settling procedure as contained in clause 23 of this award.

20. Provision and Use of Staff Seating

Where practicable, seating will be provided to employees where prolonged periods of standing would otherwise be required. The use of such seating will be subject to customer service requirements and guidelines as reasonably determined by the employer, having regard to its Workplace Health and Safety obligations.

21. Implementation of the Non-Smoking Policy

All employees will have access to and will abide by and follow the procedures of the non-smoking policy developed by the employer in relation to patrons smoking in and around the employer venues.

22. Anti-Discrimination

- (a) It is the intention of the employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
1. any conduct or act which is specifically exempted from anti-discrimination legislation;
 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*;
 3. 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 legislation referred to in this clause.

23. Grievance and Dispute Procedures

23.1 The aim of this procedure is to ensure that during the life of this enterprise award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps will be followed:

- (a) The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- (b) The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- (c) The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- (d) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- (e) The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- (f) Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- (g) If the matter remains unresolved, then it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before considering this step.
- (h) At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- (i) It is agreed that the parties will not deliberately frustrate or delay these procedures.
- (j) Normal work will continue without disruption while these procedures are followed.

24. No Extra Claims

24.1 Subject to clause 24.2, 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.

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

25. Award Observance

For the purpose of ensuring the observance of this award, the employer will:

- (a) subject to prior consultation with the employer, provide that representatives of the MEAA will have reasonable access to all places of work for the purposes of interviewing and holding meetings with their members in non-work time; and
- (b) ensure that a copy of this award and matters relating to this award be posted on a notice board in a centrally located position.

26. Commitment to Further Negotiations

The parties to this award agree to commence discussions for a new award nine months prior to the expiration of the nominal term of this award.

27. Signing of Award

In recognition of their acceptance of the terms and conditions of this award the parties have signed below as indicated.

PART B

RATES OF PAY

	Current Rates		Rates from the FFPP on or after the date this award comes into effect		Rates from the FFPP 12 months after this award comes into effect	
	Ordinary flat rate	Overtime and Public Holiday	Ordinary flat rate 2.53% \$	Overtime and Public Holiday \$	Ordinary flat rate 2.53% \$	Overtime and Public Holiday
POSITION						
Customer Service Positions						
Usher/Attendant	31.68	47.52	32.48	48.72	33.30	49.95
Pressure point	33.31	49.97	34.15	51.23	35.01	52.51
Team Leader	35.98	53.97	36.89	55.34	37.82	56.73
Supervisor	40.32	60.48	41.34	62.01	42.39	63.58
- Staff Entry						
Crowd Security Positions						
Crowd Security Officers	38.11	57.17	39.07	58.61	40.06	60.09
Crowd security	42.71	64.07	43.79	65.69	44.90	67.35
Supervisor						
- Event Communications						
- Process Room						
- Report Writer						
Control 1 & 2/Base	45.88	68.82	47.04	70.56	48.23	72.35
Non-Event Attendance Rate	26.47	26.47	27.14	27.14	27.83	41.75
ALLOWANCES						
Uniform Allowance (per shift)	1.00	1.00	1.10	1.10	1.10	1.10

Young Worker Rates

Employees who are less than 20 years of age and who commenced employment on or after the date this award comes into effect will be paid according to the following scale:

18 years and under 19 years – 70% of the appropriate rate

19 years and under 20 years - 80% of the appropriate rate

20 years and under 21 years - 90% of the appropriate rate

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1920)

SERIAL C9513

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 194597 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner O'Sullivan

29 July 2022

VARIATION

1. Delete the arrangement of the award published 22 May 2020 and insert in lieu thereof the following.

Arrangement

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION, OPERATION AND GENERAL PROVISIONS

Clause No.	Subject Matter
1.	Definitions
2.	Title
3.	Area, Incidence and Duration
4.	No Extra Claims
5.	Dispute Settlement Procedure
6.	Grievance Procedure
7.	Consultation and Significant Workplace Change
8.	Trade Union Activities
9.	Work Environment
10.	Anti-Discrimination
11.	Diversity
12.	Negotiation of Next Award

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

13.	Forms of Employment
14.	Probationary Period
15.	Secure Employment
16.	Notice of Termination of Employment
17.	Abandonment of Employment

SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS

18.	Classifications and Rates of Pay
19.	Higher Duties
20.	Travelling Compensation
21.	Allowances

SECTION 4 - LOCAL ARRANGEMENTS, HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS

22. Local Arrangements
23. Hours of Work
24. Shift Work
25. Overtime
26. Flexible Working Practices

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

27. Annual Leave
28. Sick Leave
29. Carer's Leave
30. Family and Community Service Leave
31. Parental Leave
32. Breastfeeding Breaks
33. Extended Leave
34. Special Leave
35. Examination and Study Leave
36. Military Leave
37. Purchased Leave
38. Observance of Essential Religious and Cultural Obligations
39. Leave for Matters Arising from Domestic and Family Violence
40. Leave Without Pay
41. Public Holidays

PART B - SPECIFIC PROVISIONS**SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES**

42. Compliance Operations Inspectors (COIs) and Compliance Operations Managers
43. Hours of Work and Additional Conditions for Telephone Customer Service Centre Employees
44. Hours of Work and Additional Conditions for Drives Help Desk Employees
45. Hours of Work and Additional Conditions for Work Support Employees
46. Hours of Work for Traffic Supervisors
47. Hours of Work and Additional Conditions for Senior Coordinator Customer & Network Operations, Customer & Network Operations Coordinator and Traffic Commanders
48. Hours of Work and Additional Conditions for Shift Managers and Operations Coordinators in the RTOC
49. Hours of Work and Additional Conditions for Sydney Harbour Bridge Control Room Employees

SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

50. Shift Work Definitions
51. Call Out/Call Back
52. Specialist Engineers

53. Recognition of Professional Engineering Skills
54. Professional Development
55. Professional Engineer Development Program (PEDP)
56. Knowledge Transfer
57. Women in Engineering
58. Consultation
59. Part-Time Employment
60. Hours for Full-Time Employees
61. Minimum Rest Period When Working Overtime
62. Disturbance Allowance
63. Leave Without Pay

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

64. Hours of Work
65. Maritime Trainees Ordinary Hours of Work
66. Additional Hours
67. Overtime
68. Fitness for Duty
69. Allowances
70. Conditions Applicable to Managers in Operations and Compliance Branch at Salary Levels Ma16a, Ma16aa, Ma17a and Ma17aa.
71. Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers (BEOs)
72. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs).
73. Conditions Applicable to the Payment of Annualised Salaries
74. Competency Progression of Maritime Employees
75. Change of Position
76. Specific Provisions for Special Aquatic Events
77. Professional Development for Maritime Employees

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

PART 1 - Salaried Employee Classifications (including Compliance Operations Inspectors)

PART 2 - Professional Engineers
Professional Engineers Level Descriptions

PART 3 - Maritime Employee Classifications

SCHEDULE B - ALLOWANCES AND EXPENSES

APPENDIX A

APPENDIX B
Grievance Management Procedure

2. Delete clause 1, Definitions and insert in lieu thereof the following:

1. Definitions

Accrued Day Off (ADO) means a day, not being a holiday, that an Employee has off duty arising from working additional hours over a roster cycle to accrue a day off.

Act means *Transport Administration Act 1988* (NSW)

BSO - means a Boating Education Officer, Boating Safety Officer or Senior Boating Safety Officer in Maritime.

Cadet means a person completing a four year engineering degree course, or equivalent, at a recognised Australian University.

Call-out/Call-back means a call or direction to return to work to attend to an emergency or breakdown.

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 13.5.

COI means a Compliance Operations Inspector (formerly Enforcement Operations Inspector (EOI) and Inspector Vehicle Regulator (IVR).

Continuous Shift Work means a pattern of work designed to cover the business operations with consecutive shifts of Employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond the Employers' control.

Crib break or a paid meal break means a break which is treated as time worked, where Employees remain available to carry out duties.

Day Worker means an Employee whose ordinary hours of work are set out in clause 23.

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

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

Employee means a person employed as a member of the Transport Service in the RMS Group and covered by this Award.

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

Employer means the Secretary of the Department of Transport in accordance with s.68C(3) of the Act.

ESO means an Environmental Service Officer.

Extended Leave means long service leave as provided by clause 33.

FACSL means Family and Community Service Leave as provided by clause 30.

Family Member means:

- (a) a spouse of the Employee;
- (b) de facto spouse, who, 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:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member) or, 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).

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's Headquarters.

Flexitime means a flexible system of arranging working hours that includes the ability for Employees to accrue and take flex leave in accordance with this Award.

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 23.2

General Provisions means those provisions referred to in Part A, Core Conditions, of this Award.

Graduate Engineer means a Professional Engineer who is participating in the Employer's Entry Level Talent Program (or equivalent).

Headquarters means the centre to which an Employee's position is attached for administrative purposes.

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the ordinary hours applicable to each classification.

Hours of Work means the Ordinary Hours Employees are required to work.

IRC means Industrial Relations Commission of New South Wales.

Letter of appointment means the letter sent to Employees offering them employment in the RMS Group.

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

Local Holiday means a holiday which is declared as an additional public holiday for a specified part of the State under the *Public Holidays Act 2010* (NSW). It does not include Local Event Days unless such days have been gazetted as a public holiday for the local area.

LWOP means Leave Without Pay.

Major Transport Disruption means a major transport incident such as a derailment or a motor vehicle accident resulting in significant delays to the travelling public.

Maritime Employees means those Employees assigned to positions within the structure of Maritime; excluding Transport Service senior executives and Transport Service senior managers as defined by section 68D of the Act.

MESO means Maritime Environmental Services Officer.

Official Business Rate means the rate Employees are paid for using a private vehicle on official business when:

- (iv) no Employer owned vehicle is available; or
- (v) no hire car is available; or
- (vi) no public or other transport is available; or
- (vii) Employees are unable to use public or other transport because of a disability; or
- (viii) Employees are requested to use the vehicle and agree to do so; or
- (ix) Employees are required to do so as specified by subclause 21.5.10 (Transfer of Dependents), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

On Call means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.

Ordinary rate of pay means the base rate Employees are paid on an hourly basis, according to their hours of work and their annual salary.

Overtime means time which Employees work outside their ordinary hours as per clause 25.

P and MA Act shall mean the *Ports and Maritime Administration Act 1995* (NSW).

Part-Time Employee means a person employed in accordance with subclause 13.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

Personal salary means, for Maritime Employees, any salary in excess of the value of the position as determined by the process of job evaluation or, for those Employees who moved from the Award system into the MSB Enterprise Agreement interpolated/alterd rate which resulted from redeployment or transfer at the time of transition.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian university or equivalent, as recognised by Engineers Australia. For the purposes of entitlement in this Award, excluding Schedule A, Part 2, Professional Engineer includes Cadet and Graduate Engineer.

Professional Engineering Duties means duties, any portion of which are required to be carried out by Employees who have qualifications as a Professional Engineer.

Regular Aquatic Event means an event that occurs on a regular basis and is included in the annual event calendar, for example Boxing Day, New Year's Eve and Australia Day.

RMS Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Act as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the Memorandum of Understanding, clause 5, DSP applies.

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

Salaried Employee means those Employees employed in the Salaried Classifications in Schedule A, Part 1, of this Award. Unless specified otherwise, it includes Compliance Operations Inspectors.

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

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

Shift loading means a payment for working shifts other than day shift, as specified in subclause 24.3, to compensate for the inconvenience of hours worked.

Shift work means a pattern of work in which the ordinary hours may be performed outside standard hours, as per subclause 24.2.

Special Aquatic Event means a unique aquatic event that is not regularly included in the annual event calendar and occurs outside of the events currently supported by on-water Employees. For example, Sydney Harbour Fleet Review was deemed to be a Special Aquatic Event.

Specialist Engineer means a Professional Engineer who has additional qualifications or skills as determined by the process defined in Clause 52.

Specific Provisions means those provisions contained in Part B of this Award and which apply to the relevant specified classifications.

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

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 13.6.

Temporary work location means the place where Employees temporarily perform their ordinary work if required to work away from their headquarters.

Time Credit means the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

Traineeship means a structured training program, lasting up to 24 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

Transport Service means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).

Union means an organisation of Employees registered under the *Industrial Relations Act 1996* (NSW).

Weekly Rate means the calculation arrived at by dividing the annual salary by 52.17857.

3. Delete subclauses 4.1 and 4.2 of clause 4, No Extra Claims, and insert in lieu thereof the following

4. No Extra Claims

4.1 Until 30 June 2023, 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 by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.

4.2 The date of subclause 0 does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of Award provisions.

4. Delete Step 1 in subclauses 5.3, and subclause 5.9 of clause 5, Dispute Settlement Procedure and insert in lieu thereof the following:

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

- 5.9 Safety Issues

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

5. Delete subclauses 6.3 and 6.4 of clause 6, Grievance Procedure, and insert in lieu thereof the following:
- 6.3 The RMS Group's Grievance Management Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. The Procedure as at 20 August 2021 is at Appendix B of this Award.
- 6.4 While the Grievance Management Procedure is being followed, normal work is to continue.
6. Delete clause 7, Consultation and Significant Workplace Change, and insert in lieu thereof the following:

7. Consultation and Significant Workplace Change

- 7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. This includes but is not limited to, monthly Peak Consultative Committee meetings unless varied by agreement.
- 7.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 7.3 The Consultative Committee will also consider strategic workforce planning and implementation issues. Relevant information will be provided to the Unions to facilitate these discussions such as:
- (a) Divisional organisation structures;
 - (b) Establishment details showing position by classification by Division, grade and location;
 - (c) Available breakdown figures for full time, part time, casual and temporary employees, as well as numbers, usage and length of hire of contractors and labour hire.
 - (d) Other relevant information concerning the Employer's use of contractors, supplementary labour, and project work.
- 7.4 The Employer is committed to implementing change in accordance with the NSW Public Service Agency Change Management Guidelines to improve the process of assisting employees when impacted by reform. When developing a plan for change, the Employer will address the impact on affected employees in accordance with the above Guidelines and clause 0.

7.5 Employer to Notify

- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
- (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the 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 relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.

7.6 Employer to Consult

- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 0, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to 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 and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 7.5. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
- (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.
- (e) The Employer will consult with Employees and Employee representatives and other parties to this award prior to the introduction of any technological change that impacts on work arrangements of Employees.
- (f) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with the DSP in clause of this Award.

7. Delete subclauses 8.1, 8.2, 8.5, and 8.6 of clause 8, Trade Union Activities, and insert in lieu thereof the following:

- 8.1 The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the DSP contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the *Industrial Relations Act 1996* (NSW) in relation to the role of Union delegates.

- 8.5 Where a workplace meeting is called with the Employer, including meetings under the DSP, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to the Employer of the requirement to attend a meeting arising as a result of the operation of the DSP. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
8. Delete paragraph (b) of subclause 9.1 and subclause 9.4 of clause 9, Work Environment, and insert in lieu thereof the following:
- (b) assisting to achieve the objectives of the *Work Health and Safety Act 2011 (NSW)* and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexuality, transgender identity, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977 (NSW)*. The Employer and Employees are required to refrain from, or be party to, any form of harassment in the workplace.
9. Delete clause 10, Anti-Discrimination, and insert in lieu thereof the following:

10. Anti-Discrimination

- 10.2 It is the intention of the Employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer and any other ground provided for in the *Anti-Discrimination Act 1977 (NSW)* or applicable Commonwealth anti-discrimination legislation.
- 10.2 It follows that in fulfilling their obligations under clause 5 DSP of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977 (NSW)*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 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 (NSW)*;
- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 10.5 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

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

10.5.2 "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."

10. Delete paragraph (c) of subclause 13.6 of clause 13, Forms of Employment, and insert in lieu thereof the following:

(c) Subject to subclause (d) an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for parental leave relief of not more than 24 months, on either a full-time or part-time basis.

11. Delete subclauses 15.2, 15.3, 15.4, 15.5, and paragraph (e) of subclause 15.8 of clause 15, Secure Employment

15.2 Casual Conversion

(a) A Casual Employee engaged by the 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) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause 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 subclause 0, upon receiving notice under subclause 0 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 the 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 DSP.

(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 subclause 0, the Employer and Employee shall, in accordance with this subclause, and subject to subclause 0, discuss and agree upon:

(i) whether the Employee will convert to full-time or part-time employment; and

(ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to

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

- (g) Following an agreement being reached pursuant to subclause 0, 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 DSP.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

15.3 Work Health and Safety

- (a) 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.
- (b) 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):
 - (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (ii) 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;
 - (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.
- (c) Nothing in this subclause 0 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* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

15.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the DSP of this Award.

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

15.8 Contracting Out Work

(e) DSP

Any issues or matters in dispute should be dealt with under the DSP in clause 5 of this Award.

12. Delete subclause 18.6 of clause 18, Classifications and Rates of Pay, and insert in lieu thereof the following:

18.6 Salary and allowance adjustments provided for in this Award are as follows:

(a) salaries will increase by:

(i) 2.5% from the first pay period commencing on or after 1 July 2019;

2.5% from the first pay period commencing on or after 1 July 2020;

2.04% from the first pay period to commence on or after 1 July 2021;

(ii) 2.53% from the first pay period to commence on or after 1 July 2022.

(b) allowance items 13, 19(a), 26 and 27 will be increased in accordance with sub-clause 0, rounded to the nearest dollar; allowance item 19(b) will be increased in accordance with sub-clause 18.6(a), rounded to the nearest cent.

(c) allowance items 1-6, 11-12, 15-18, 20, 24 and 25 will be increased in accordance with variations made via Department of Premier and Cabinet Circular and Schedule B amended as required.

(d) allowance items 7-10 and 14 will be increased in accordance with the Crown Employees (Transferred Employees Compensation) Award.

(e) allowance items 21 and 22 will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney Index) for the preceding 1 April to 31 March period.

(f) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.

13. Insert after subclause 19.7 of clause 19, Higher Duties the following new subclause

19.8 The employer is committed to enabling and contributing to the professional development of employees.

14. Delete subparagraph (o) of paragraph 21.3.1 and subparagraph (e) of subclause 21.12 of clause 21, Allowances, and insert in lieu thereof the following:

21.3.1

(o) In the event of any dispute over the implementation of these changes the parties shall have recourse to the IRC under the DSP (5).

21.12

(e) The disturbance allowance is payable under the arrangements set out in the On Call and Disturbance Allowance Procedure.

15. Delete subparagraph (vii) of paragraph (b) of subclause 23.1 of clause 23, Hours of Work, and insert in lieu thereof the following:

(vii) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause shall apply);

16. Delete subparagraph (vii) of paragraph (b) of subclause 24.1 of clause 24, Shift Work and insert in lieu thereof the following:
 - (vii) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
17. Delete subparagraph (v) of paragraph (b) of subclause 25.1 of clause 25, Overtime and insert in lieu thereof the following:
 - (v) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
18. Delete clause 26, Flexible Working Practices, and insert in lieu thereof the following:

26. Flexible Working Practices

- 26.1 The Employer recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins Employee performance and productivity and is a key contributor to the achievement of the Employers' corporate objectives. It also contributes to the attraction and retention of people with valuable skills and assists the participation of diverse groups in the workforce.
- 26.2 Flexible work arrangements may be agreed between the Employer and the Employee.
- 26.3 In addition to leave and flex-time/time in lieu (TIL) initiatives, examples of workplace flexibility initiatives that can be considered include:
 - (a) Teleworking (including working from home or a specified Telecentre) Remote working (including working from home).
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Phased retirement arrangements in accordance with published procedures
 - (e) Varying hours of work including bandwidth and when work is performed.
 - (f) Other negotiated flexible working requests
- 26.4 The Employer supports a number of workplace flexibility initiatives and will grant an Employee's request for flexible working options subject to the arrangements maintaining business efficiency and productivity. Where it is not possible to accommodate such a request:
 - (a) the Employer is to provide the Employee within a reasonable time:
 - (i) the reason(s) the request cannot be granted;
 - (ii) any alternative arrangements the Employer can provide the Employee; and
 - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected.
 - (b) Should no alternative arrangements be provided, the Employee may apply to the delegated officer in accordance with relevant policies, procedures and guidelines, for review and a written response will be provided to the Employee
 - (c) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5 DSP.

26.5 Consideration and approval of flexible working initiatives is in accordance with the relevant Policies, Procedures and Guidelines.

26.6 Right to Disconnect

- (a) The Employer and their Employees will respect Employees time outside of normal hours of work, including periods of absence on approved leave. The Employer will not rely upon a failure to respond to communications outside of normal hours of work for disciplinary or performance management purposes.
- (b) Normal hours of work is hours:
 - (i) outside of an Employee's set standard hours in accordance with clause 23.2 (d)
 - (ii) outside agreed flexible start and finish times for Employees working flexible hours, or
 - (iii) outside a shift worker's rostered shifts.
- (c) However, the following are considered part of an Employee's normal hours of work for the purposes of this clause and where it occurs under a relevant clause of this Award including:
 - (i) during overtime;
 - (ii) during on call; or
 - (iii) notifying changes to rosters.

19. Delete paragraphs (a) and (c) of subclause 27.1 of clause 27, Annual Leave and insert in lieu thereof the following:

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
- (c) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944* (NSW), as in force from time to time.

20. Delete paragraph (a) of subclauses 27.5 and 27.7 and subparagraph (iii) of subclause 27.7 of clause 27, Annual Leave, and insert in lieu thereof the following:

27.5 Additional Conditions applicable to Salaried Employees

- (a) The following Salaried Employees are entitled to accrue 5 additional days of annual leave per annum accruing daily if:

27.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue 5 additional days of annual leave per annum accruing daily:
 - (iii) Maritime Employees 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* (NSW).

21. Delete paragraph (a) of subclause 28.1 of clause 28, Sick Leave and insert in lieu thereof the following:

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).

22. Delete clause 31, Parental Leave, and insert in lieu thereof the following:

31. Parental. Leave

31.1 Definitions

For the purpose of this clause:

“Partner” includes a de facto spouse, former spouse or former de facto spouse. The Employee’s de facto spouse means a person who is the Employee’s husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.

“Primary Responsibility” means the person who meets the child’s physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.

“Miscarriage” means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.

“Pre-term birth” means the birth of a live child prior to 36 weeks gestation.

“Full-term birth” means the birth of a live child at 37 weeks onwards.

31.2 Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

31.3 Paid Parental Leave

- (a) An employee who has, or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant employees may commence leave up to 9 weeks prior to the date of birth.
- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid parental leave or sick leave and negotiates their date of return to work with the Employer.

31.4 Paid Other Parent Leave

An employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- (a) Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the employee's Partner); and
- (b) Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- (c) Paid other parent leave may be taken at full pay, half pay or as a lump sum

31.5 Simultaneous Unpaid Parental 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 or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

31.6 Special Pre-Term Parental Leave

- (a) Where an employee or the Partner of an employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- (b) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

31.7 Miscarriage Leave

- (a) Where an employee or the Partner of an employee miscarries, an employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (b) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block

31.8 Special Adoption Leave

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

31.9 Subsequent Parental Leave – rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of parental leave will be paid:

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

31.10 Alternate Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, remote working and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence parental Leave, or to access any available 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.

31.11 Communication during Parental Leave

- (a) Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:
 - (b) 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
 - (c) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave.
- (d) Employees must 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.
- (e) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.

31.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause may make a request to the Employer to:
 - (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full time basis);
 - (iii) 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);
 - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.
 - (v) to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under subclause 31.12(a)(ii) and (iii) above 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.

31.3 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.
- (c) The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996* because:
 - (i) the Employee or the spouse is pregnant, or
 - (ii) the Employee is or has been immediately absent on parental
 - (iii) Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

31.14 Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

23. Delete clause 32, Breastfeeding Breaks, and insert in lieu thereof the following:

32. Breastfeeding. Breaks

- 32.1 A breastfeeding break is provided to breastfeeding mothers for the purposes of 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 in this Award.
- 32.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of 2 paid breastfeeding breaks of up to 30 minutes each per day.
- 32.3 A part time Employee working 4 hours or less per day is entitled to only 1 paid breastfeeding break of up to 30 minutes on any day so worked.
- 32.4 A flexible approach to the timing and general management of breastfeeding breaks must be taken by the Employee and the Employer provided the total breastfeeding break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, the Employer needs to balance the operational requirements of the organisation with the breastfeeding needs of the Employee.
- 32.5 The Employer will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- 32.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the Employer and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's breastfeeding needs.
- 32.7 The Employer and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
 - (a) whether the Employee is required to work at a site that is not operated or controlled by the Employer;
 - (b) whether the Employee is regularly required to travel in the course of performing their duties;

- (c) whether the Employee performs field-based work where access to the facilities in subclause 0 are not available or cannot reasonably be made available; and
 - (d) the effect that the arrangements will have on the Employee's breastfeeding needs.
- 32.8 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service:
- (a) shall be granted during paid time;
 - (b) Is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 32.9), and
 - (c) must be at a time that is mutually convenient to both the Employee and the Employer.
- 32.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause (Sick Leave) of this Award, or TIL, or access the flexible working hours scheme provided in clause (Hours of Work) of this Award, where applicable.
24. Delete paragraph (a) of subclause 33.1 General, of clause 33 Extended Leave, and insert in lieu thereof the following:
- 33.1 General
- (a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with section 68Q (2) of the *Transport Administration Act 1988* (NSW), together with Schedule 1 of the Government Sector Employment Regulation 2014 as in force from time to time.
25. Delete subparagraphs (a) to (c) subclause 34.1 of clause 34, Special Leave, and insert in lieu thereof the following:
- 34.1 Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.
- (a) Jury Duty
 - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the *Jury Act 1977* (NSW) in respect of any such period.
 - (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977* (NSW) in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
 - (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

- (c) Witness at Court - Crown Witness
 - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
 - (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
 - (iii) Employee who is subpoenaed or called as a witness in relation to matters relating to their exposure of Domestic and Family Violence are eligible to use available leave in accordance with clause 39.

26. Delete clause 39, Leave for Matters Arising from Domestic and Family Violence, and insert in lieu thereof the following:

39. Leave for Matters Arising from Domestic and Family Violence

39.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

39.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
 - (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse
 - (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation
 - (viii) technology facilitated abuse
 - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.

- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

39.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - (i) subject to clause 39.3 (a)(ii), respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 0 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in clause 0, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
 - (i) support Employees to access evidence-based behaviour change supports approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
 - (ii) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

39.4 Leave

- (a) An Employee experiencing domestic or family violence will have access to 10 days paid Special Leave for domestic and family violence per calendar year to support the establishment of their safety and recovery. Temporary and part time employees are entitled to leave under this clause on a pro rata basis.

- (b) This leave will assist Employees to:
 - (i) attending medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organising alternative care or education arrangements for their children,
 - (iii) attending court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation, and
 - (iv) other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (c) This leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (d) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (e) When assessing leave applications, the Employer needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require evidence.

39.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (v) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 39.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

39.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:

- (i) adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - (ii) not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. special leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 39.5 or otherwise).
 - (c) Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 39.4, 39.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
 - (d) The Employee recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
 - (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.
 - (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause (d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.
27. Delete clause 47, Hours of Work and Additional Conditions for Manager Regional Operations, Regional Operations Officers and Traffic Commanders, and insert in lieu thereof the following:

47. Hours. of Work and Additional Conditions for Senior Coordinator Customer & Network Operations, Customer & Network Operations Coordinator and Traffic Commanders

Manager - Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator

28. Delete subclause 47.2, and 47.3 of clause 47, and insert in lieu thereof the following:

47.2 Incident Co-Ordination Allowance

- (a) The incident co-ordination allowance set out in item 26 of Schedule B - Allowances and Expenses will be paid to Employees in the positions of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator for all days the employee is required to be rostered on-call, excluding during periods of leave (other than sick leave, carer’s leave and family and community service leave of 2 consecutive days or less).
- (b) In addition, Employees in the positions of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator will be entitled to the payment of a disturbance allowance in accordance with subclause 47.3 in the event the Employee is contacted outside of normal working hours.
- (c) When in receipt of the incident co-ordination allowance and not in the workplace, the Employee:
 - (i) is not required to remain at home, but must be able to be contacted immediately in the case of emergencies;

- (ii) must be able to respond to an emergency within a reasonable time or within the response time agreed with the Employer;
- (iii) must remain in a proper state of fitness to drive a motor vehicle and perform the required duties; and
- (iv) must be available to respond to a call unimpaired by the effects of alcohol or drugs.

47.3 Disturbance Allowance

- (a) Employees in the position of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator may be contacted when in receipt of the incident co-ordination allowance and outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. These Employees may be contacted to put into place emergency arrangements by contacting other Employees, persons or agencies to attend an incident or providing advice in response to an emergency situation.
- (b) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate; and
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (c) Where more than one telephone call is received or made within the hour, only one hourly payment is paid. However, if the assistance provided by the Employee extends beyond one hour in duration, the Employee will be entitled to be paid overtime for the duration of the assistance provided. Where the Employee is paid overtime, the Employee is not entitled to the disturbance allowance in respect of the same occasion.
- (d) The disturbance allowance is payable under the arrangements set out in the RMS Group On-Call and Disturbance Allowance Procedure.
- (e) Communications made when not in attendance at the workplace in regard to routine administrative matters are not considered a disturbance for the purposes of an emergency and does not warrant payment of a disturbance allowance. Such matters may include:
 - (i) Where an employee contacts the Employer regarding an inability to attend work on any particular day; or
 - (ii) Where an employee is contacted to be advised of a business matter that does not require an immediate response.

29. Delete clause title 48, Hours of Work and Additional Conditions for Operations Managers and Operations Coordinators in the Regional Traffic Operations Centre, and insert in lieu thereof the following:

48. Hours. of Work and Additional Conditions for Shift Managers and Operations Coordinators in the RTOC

30. Delete in Schedule A - Classification Structure and Rates of Pay, in Parts 1, 2, 3, Tables and insert in thereof the following:

PART 1 - SALARIED EMPLOYEE CLASSIFICATIONS (INCLUDING COMPLIANCE OPERATIONS INSPECTORS)

Table 1: Salaried Employee Classifications (including Compliance Operations Inspectors)

Unified Salary Scale Grades	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1 July 21 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$
Grade 1	40,429	41,440	42,285	43,355
	44,343	45,452	46,379	47,552
	50,693	51,960	53,020	54,361
Grade 2	53,464	54,801	55,919	57,334
	55,890	57,287	58,456	59,935
	57,970	59,419	60,631	62,165
Grade 3	61,554	63,093	64,380	66,009
	64,437	66,048	67,395	69,100
	67,439	69,125	70,535	72,320
Grade 4	69,496	71,233	72,686	74,525
	72,222	74,028	75,538	77,449
	75,064	76,941	78,511	80,497
Grade 5	77,643	79,584	81,208	83,263
	80,153	82,157	83,833	85,954
	81,597	83,637	85,343	87,502
Grade 6	83,389	85,474	87,218	89,425
	85,920	88,068	89,865	92,139
	88,731	90,949	92,804	95,152
Grade 7	90,661	92,928	94,824	97,223
	93,861	96,208	98,171	100,655
	95,682	98,074	100,075	102,607
Grade 8	99,608	102,098	104,181	106,817
	103,652	106,243	108,410	111,153
	106,889	109,561	111,796	114,624
Grade 9	111,806	114,601	116,939	119,898
	115,017	117,892	120,297	123,341
	120,194	123,199	125,712	128,893
Grade 10	123,229	126,310	128,887	132,148
	128,088	131,290	133,968	137,357
	134,668	138,035	140,851	144,415
Grade 11	138,829	142,300	145,203	148,877
	144,871	148,493	151,522	155,356
	148,134	151,837	154,934	158,854
Grade 12	156,802	160,722	164,001	168,150
	161,380	165,415	168,789	173,059
	167,018	171,193	174,685	179,105

Grade 13	172,002	176,302	179,899	184,450
	176,459	180,870	184,560	189,229
	184,916	189,539	193,406	198,299

PART 2 - PROFESSIONAL ENGINEERS

Table 2 - Professional Engineers

Engineering Scale	Year	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1 July 2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$
Cadet Engineer Level 1	-	42,871	43,943	44,839	45,973
Cadet Engineer Level 2	-	45,347	46,481	47,429	48,629
Cadet Engineer Level 3	-	48,111	49,314	50,320	51,593
Cadet Engineer Level 4	-	51,150	52,429	53,499	54,853
Cadet Engineer Level 5	-	55,102	56,480	57,632	59,090
Cadet Engineer Level 6	-	55,669	57,061	58,225	59,698
GRAD Program	1	78,689	80,656	82,301	84,383
Engineer	2	81,233	83,264	84,963	87,113
	3	82,698	84,765	86,494	88,682
Engineer Level 1	1	91,887	94,184	96,105	98,536
	2	95,131	97,509	99,498	102,015
	3	96,975	99,399	101,427	103,993
	4	100,956	103,480	105,591	108,262
	5	105,048	107,674	109,871	112,651
	6	108,332	111,040	113,305	116,172
Engineer Level 2	1	113,314	116,147	118,516	121,514
	2	116,571	119,485	121,922	125,007
	3	121,817	124,862	127,409	130,632
Engineer Level 3	1	124,890	128,012	130,623	133,928
	2	129,816	133,061	135,775	139,210
	3	136,484	139,896	142,750	146,362
Engineer Level 4	1	140,704	144,222	147,164	150,887
	2	146,825	150,496	153,566	157,451
	3	150,130	153,883	157,022	160,995
Engineer Level 5	1	158,914	162,887	166,210	170,415
	2	163,557	167,646	171,066	175,394
	3	169,274	173,506	177,046	181,525
Engineer Level 6	1	174,326	178,684	182,329	186,942
	2	178,842	183,313	187,053	191,785
	3	187,412	192,097	196,016	200,975

Note: All salary rates in this table include 1.35% annual leave loading.

PART 3

MARITIME EMPLOYEE CLASSIFICATIONS

Table 3 - MARITIME EMPLOYEE CLASSIFICATIONS

Level	2.5% increase from the first full pay period on or after 1 July 2019 Per annum \$	2.5% increase from the first full pay period on or after 1 July 2020 Per annum \$	2.04% increase from the first full pay period on or after 1 July 2021 Per annum \$	2.53% increase from the first full pay period on or after 1 July 2022 Per annum \$
1	51,143	52,422	53,491	54,844
2	55,965	57,364	58,534	60,015
3	64,978	66,602	67,961	69,680
4	68,041	69,742	71,165	72,965
5	73,159	74,988	76,518	78,454
6	76,612	78,527	80,129	82,156
7	82,362	84,421	86,143	88,322
8	86,244	88,400	90,203	92,485
9	92,716	95,034	96,973	99,426
10	97,090	99,517	101,547	104,116
11	104,376	106,985	109,167	111,929
12	109,294	112,026	114,311	117,203
13	117,491	120,428	122,885	125,994
14	123,017	126,092	128,664	131,919
15	132,240	135,546	138,311	141,810
16	138,465	141,927	144,822	148,486
17	148,833	152,554	155,666	159,604
5A	94,829	97,200	99,183	101,692
7A	104,035	106,636	108,811	111,564
7AA	101,005	103,530	105,642	108,315
9A	111,164	113,943	116,267	119,209
10A	118,763	121,732	124,215	127,358
10AA	119,066	122,043	124,533	127,684
11A	126,048	129,199	131,835	135,170
12A	130,965	134,239	136,977	140,443
13A	130,660	133,927	136,659	140,116
13B	137,630	141,071	143,949	147,591
14A	144,691	148,308	151,333	155,162
15A	153,910	157,758	160,976	165,049
15AA	154,710	158,578	161,813	165,907
16A	160,936	164,959	168,324	172,583
16AA	160,936	164,959	168,324	172,583
17A	165,174	169,303	172,757	177,128
17AA	171,302	175,585	179,167	183,700

*Applies to the following operational positions

31. Delete Schedule B, Allowances and Expenses, and insert in lieu thereof the following:

SCHEDULE B - ALLOWANCES AND EXPENSES

Table 5

*	To be updated in accordance with the NSW Department of Premier and Cabinet Circular
~	To be updated in accordance with the Crown Employees (Transferred Employee Compensation) Award clauses 8.1.3, 10.1.3, 11, 12.1, 13.4
^	Adjusted annually on 1 July by CPI (all groups Sydney index) for the proceeding 1 April to 31 March period

Table 6:

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$		
1	21.2.1(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below)	Per meal	Per meal	Per meal			
		Breakfast	28.15	28.70	*			
		Lunch	31.65	32.30	*			
		Evening Meal	53.90	55.05	*			
		'Tier 2' Country Centres & Elsewhere (refer to (5) below)	25.20	25.75	*			
		Breakfast	28.75	29.35	*			
		Lunch	49.60	50.65	*			
2	25.4	Meal Allowance on Overtime	Per meal	Per meal	Per meal			
		Breakfast	31.25	31.95	*			
		Lunch	31.25	31.95	*			
		Evening Meal	31.25	31.95	*			
3	21.3	Lodgings	Per Day	Per Hour	Per Day	Per Hour		
		Location	\$	\$	\$	\$		
		Capital Cities						
		Sydney	321.75	13.41	324.45	13.52	*	*
		Adelaide	290.75	12.11	293.45	12.23	*	*
		Brisbane	308.75	12.86	311.45	12.98	*	*
		Canberra	301.75	12.57	304.45	12.69	*	*
Darwin	353.75	14.74	356.45	14.85	*	*		

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019		From the first full pay period on or after 1 July 2020		From the first full pay period on or after 1 July 2021		From the first full pay period on or after 1 July 2022
			Amount \$		Amount \$		Amount \$	Amount \$	
		Hobart	280.75	11.70	283.45	11.81	*	*	
		Melbourne	306.75	12.78	309.45	12.89	*	*	
		Perth	313.75	13.07	316.45	13.19	*	*	
		High Cost Country Centres (NSW)							
		Bathurst	268.75	11.20	271.45	11.31	*	*	
		Broken Hill	272.75	11.36	280.45	11.69	*	*	
		Gold Coast (QLD)	342.75	14.28	345.45	14.39	*	*	
		Gosford	273.75	11.41	276.45	11.52	*	*	
		Maitland	285.75	11.91	288.45	12.02	*	*	
		Muswellbrook	276.75	11.53	284.45	11.85	*	*	
		Newcastle	302.75	12.61	310.45	12.94	*	*	
		Orange	288.75	12.03	291.45	12.14	*	*	
		Queanbeyan	272.75	11.36	275.45	11.48	*	*	
		Wagga Wagga	277.75	11.57	280.45	11.69	*	*	
		Wollongong	288.75	12.03	291.45	12.14	*	*	
		Port Macquarie	291.75	12.16	297.45	12.39	*	*	
		'Tier 2' Country Centres (NSW)							
		Dubbo	257.60	10.73	260.15	10.84	*	*	
		Goulburn	257.60	10.73	260.15	10.84	*	*	
		All other Country Centres (NSW)							
		'Elsewhere'	237.60	9.90	240.15	10.01	*	*	
4	21.3	Incidentals allowance (all locations)	20.05		20.40		*		
			per day		per day		per day		
5	21.5.2(b)	Amount for incidentals deducted from actual / reasonable expenses	20.05		20.40		*		
			per week		per week		per week		

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
6	21.5.2(b)	Maximum allowance for Employee separated from dependent	254 per week	254 per week	* per week	
7(a)	21.5.9(a)	(i) Allowance for removal of furniture-value of Furniture	7037.00	7037.00	~	
7(b)		(ii) If value above amount in (i), Employees receive -	1126.00	1126.00	~	
7(c)		(iii) If value below amount in (i), Employees receive -	563.00	563.00	~	
7(d)		(iv) If not eligible, Employees shall receive -	281.00	281.00	~	
8	21.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520000.00	520000.00	~	
9	21.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51	51	~	
10(a)	21.5.8(a)	Parents to pay first	27 per week	27 per week	~ per week	
10(b)		The Employer pays up to a maximum of	56 per week	56 per week	~ per week	
11	21.6	Remote areas allowance (with dependants)				
		Grade A	2,114	2,156	*	
		Grade B	2,804	2,860	*	
		Grade C	3,744	3,819	*	
		Remote areas allowance (without dependants)				
		Grade A	1,475	1,505	*	
		Grade B	1,966	2,005	*	
Grade C	2,623	2,675	*			

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
12(a)	21.7	Fares subsidy for climatic area - actual cost less or	52.10	53.15	*	
12(b)		Maximum amount for Employee with spouse/dependents;	349.05	356.05	*	
12(c)		or Maximum amount for Employee without spouse/Dependents	172.40	175.85	*	
13	21.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	9172 per annum	9401 per annum	9593 per annum	9836
14	21.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38000	38000	~	
15	21.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	\$933 per annum	\$936 per annum	* per annum	
16	21.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	\$1401 per annum	\$1405 per annum	* per annum	
17	21.4.2(b) 21.5.10(c)	Use of Private Motor Vehicles on Official Business - Official Business Rate:	0.68 per km	0.72 per km	*	
18	21.3.3(b) 21.4.2(b) 21.5.6(c) 21.7(e)	Use of Private Motor Vehicles on Official Business - Specified Journey Rate:	0.272 per km	0.288 per km	*	
19(a)	21.11 69.1	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	82 per day (Mon - Fri) 122 per day (Sat, Sun & P. Hol)	84 per day (Mon - Fri) 125 per day (Sat, Sun & P. Hol)	86 per day (Mon - Fri) 128 per day (Sat, Sun & P. Hol)	88 131
19(b)		On call allowance (payable to Maritime Employees)	0.99 per hour	1.04 per hour	1.06 per hour	1.09

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
20	21.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	*	*	*	
21	69.2	Assistance with Child Care fees per child (for Maritime Employees)	325.18 per annum	331.68 per annum	334.67 per annum	349.39
22	69.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	325.18 per annum	331.68 per annum	334.67 per annum	348.39
23	69.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	9203 per annum	9433 per annum	9625 per annum	9868
24	21.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	44.15 per day	45.05 per day	* per day	
25	21.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	8 per week	8 per week	* per week	
26	47.2	Incident co-ordination allowance - applies to Manager - Field Operations & Services and Field Traffic Managers.	40 (Mon - Fri) 60 per day Sat, Sun & P. Hol)	42 (Mon - Fri) 62 per day (Sat, Sun & P. Hol)	43 (Mon - Fri) 63 (Sat, Sun & P. Hol)	44 65

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2019 Amount \$	From the first full pay period on or after 1 July 2020 Amount \$	From the first full pay period on or after 1 July 2021 Amount \$	From the first full pay period on or after 1 July 2022 Amount \$
27	47.7	Incident management allowance - applies to Traffic Commanders (based on grade) and level of Employee	1002 per fortnight to 1087 per fortnight	1027 per fortnight to 1114 per fortnight	1048 per fortnight to 1137 per fortnight	1075 1166

32. Delete Appendix B, and insert in lieu thereof the following:

APPENDIX B

Grievance Management Procedure

Procedure Number: CPr20045.1

Effective Date: 31 March 2021

Review Date: 31 March 2023

Who is this document for?

All TfNSW Group Award employees	YES
All RMS Group award employees	YES
Transport Service Senior Managers and Executives	YES
TfNSW Labour Hire, Consultants and Professional Service Contractors	Refer to 0 only
All Sydney Metro Group Award employees	YES
TfNSW Labour Hire, Consultants and Professional Service Contractors	Refer to 0 only

Purpose and Scope

TfNSW and Sydney Metro is committed to being a safe, harmonious and productive workplace where employees can raise and discuss work-related concerns and grievances.

The Transport Grievance Management Policy sets out the responsibilities of the agency, managers and employees to manage grievances quickly and effectively.

This Procedure explains the process TfNSW and Sydney Metro managers and employees can use to manage work-related concerns.

Requirements

Identify a work-related concern

You may identify a work-related concern about:

- a general work-related matter, or
- the application of a policy or procedure.

All concerns you raise are managed confidentially (see 0).

Your work-related concern might be about:

- a manager's decision, including for example, how they've allocated work

- a disagreement with another employee or manager about the way in which work is to be carried out or how a policy or procedure is interpreted
- an interpersonal disagreement between employees, or
- work-related concerns managed by other procedures (see 0).

Addressing a work-related concern

A work-related concern can often be resolved quickly and informally.

General work-related concern

If you have a work-related concern and you feel capable and safe to do so, you should discuss the matter with the other person or people involved.

The best way to do this is to:

- find a time and place where you can talk about the matter without being interrupted
- politely and professionally explain the issue and your concerns
- explain how the issue is affecting you or impacting on your work, and
- ask everyone involved if you can work together to find a solution.

Concern about application of policy or procedure

You can raise concerns about the application of a policy or procedure, including performance development outcomes, with the decision maker (who may also be your manager).

To do this:

- explain your concern to the decision maker
- identify what section of the policy or procedure you believe wasn't applied or was applied incorrectly, and
- ask the decision maker to explain how their decision meets the policy or procedure requirements.

Even when your concern is raised informally, the decision maker has an obligation to provide an explanation.

If you're not satisfied with the outcome or the explanation you receive, you can consider lodging a grievance (see 0).

A grievance will not proceed if your work-related concern relates to reasonable action by your manager to direct and control how work is done or allocated or to give you feedback about your work performance. Examples of reasonable action include:

Action	for more information see...
setting realistic and achievable performance goals, standards and deadlines	<u>Performance Development and Review Policy</u> – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees, and Sydney Metro Group Award employees <u>Performance Development and Review Procedure</u> – for RMS Group award employees
appropriate and fair rostering and setting of working hours	<u>Flexible, Standard and Other Work Hours Procedure</u>

transferring a person to another work area or role for operational reasons	Transfer and Secondment Procedure for details on approvals and consultation requirements
deciding not to promote a person where a fair and transparent process has been followed	Recruitment Selection and Appointment Procedure – for TfNSW Group Award employees, Transport Service Senior Manager and Executive and Sydney Metro Group Award employees Recruitment and Vacancy Filling Procedure – for RMS Group award employees
telling a person about their underperformance or unsatisfactory performance in an honest, fair and constructive way	Underperformance and Unsatisfactory Performance Procedure
counselling a person about their unreasonable behaviour in an objective and confidential way	your People Partner
implementing organisational changes or restructures	your People Partner
taking disciplinary action, including suspension or terminating employment where appropriate or justified in the circumstances, and other reasonable management action	Conduct and Discipline Handling Procedure

Concerns managed by other procedures

Other procedures and processes can be used for other particular work-related concerns.

If the concern is about...	Use the...
Misconduct or discipline issues	Conduct and Discipline Handling Procedure
Discrimination, harassment or bullying	Bullying, Harassment and Discrimination Management Procedure
Unsatisfactory performance	Underperformance and Unsatisfactory Performance Procedure
An employee on probation	Onboarding and Probation Procedure
Drug or alcohol issues	TfNSW Drug and Alcohol Policy – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees and Sydney Metro Group Award employees WHS Drug and Alcohol Procedure – for RMS Group award employees
Fraud, corruption, maladministration or serious or substantial waste of resources	Corrupt Conduct and Maladministration Prevention Policy – for RMS Group award employees Fraud and Corruption Control Framework – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees and Sydney Metro Group Award employees
WHS or compensation	TfNSW Safety Management System – for TfNSW Group Award employees and Transport Service Senior Manager and Executive employees RMS Group Safety Management System – for RMS Group award employees Sydney Metro Health, Wellbeing and Safety Management System – for Sydney Metro Group Award employees

Lodge a grievance

If informal resolution isn't possible or wasn't successful, you can lodge a formal grievance verbally or in writing with your manager, or a more senior manager if your manager is the subject of the grievance.

When you provide information to a manager receiving or managing a grievance, they may contact Professional Standards if they believe misconduct may have occurred. Any identified misconduct is managed under the [Conduct and Discipline Handling Procedure](#).

Include the following information when you lodge a grievance to help the process:

a clear statement that you are lodging a formal grievance details of what the grievance is about, what happened and who else is involved your preferred outcome for a solution. The manager addressing the grievance can talk to Professional Standards or their People Partner for help and advice.

See 0 for information on confidentiality.

Everyone involved in a grievance is encouraged to access the Employee Assistance Program at any time for professional and confidential counselling services. Managers can also contact the Managers Assistance Program for advice on strategies to manage difficult issues.

You can access these programs either online (at <https://benestar.com> using Organisation ID: TfNSW and Organisation Token: TFNSW01) or by phone on 1300 360 364.

Discuss the grievance

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area. Managers and employees can have a support person (see 0) at meetings.

Meet the person lodging the grievance

Once you lodge a grievance, the manager will meet with you within 24 hours or as soon as practical.

This meeting is used to discuss the details of the matter so that you and the manager have a clear understanding of the issues and the preferred outcome.

If after the discussion, the manager decides the grievance should be dealt with under this procedure, they'll confirm with you that they will meet and discuss necessary details of the grievance with:

- the 'respondent' (if any), that is the person who is the subject of the grievance, for example in an interpersonal disagreement, and
- any witnesses.

At any time during the process and after discussing the grievance with Professional Standards, the manager can decide:

- the issue should be dealt with under a different procedure and process (see 0), or
- the grievance is vexatious or trivial (see 0).

In both cases the manager completes a [Manager Grievance Report](#) and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au as well as taking other necessary action. Professional Standards liaises with the responsible People Partner in the business area on receipt of the report.

Meet the respondent (if any)

If the grievance is about another employee, they are the respondent to the grievance. The manager meets with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information. The manager confirms with the respondent that the manager will discuss details of the grievance as part of meetings with any witnesses.

Meet with witnesses (if any)

As soon as practical, the manager meets and discusses the grievance with any witnesses that may help to confirm information or provide more details about the grievance.

The manager only provides necessary information about the grievance to witnesses for them to provide responses.

Finalise the grievance process

Once the manager has gathered all the necessary information they set up a meeting with those people directly involved with the grievance.

While a joint meeting is preferred because the strongest solutions are generated collaboratively, the manager may decide to hold separate meetings.

Outcomes can include:

- a solution is agreed, which may include:
 - a commitment that the concern that caused the grievance will not be repeated
 - giving or receiving an apology
 - adjusting work arrangements or implementing other strategies to address systemic issues
 - coaching, mediation and/ or training for those people directly involved with a grievance
 - confirming or amending an original management decision, and/ or
 - taking other suitable action
- the circumstances that led to the grievance have improved and no further action is needed, or
- some issues remain or the problem can't be solved but everyone agrees to continue to work in a professional manner and move past it.

If a solution can't be found, the manager can ask a more senior manager to help or access additional support from Professional Standards or their People Partner.

Otherwise the manager confirms the outcome with the people directly involved in the grievance and ends the grievance management process.

Regardless of the outcome, the manager completes a Manager Grievance Report and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au. Professional Standards liaises with the responsible People Partner in the business area on receipt of the report.

Other information you should know**Appeals**

The person who lodges the grievance or the respondent can email or send an appeal to Director People and Culture Business Partnering in TfNSW or Director People and Culture in Sydney Metro no later than 21 days after an outcome has been confirmed by the manager if they believe that all or part of the process did not comply with this procedure.

Confidentiality

Managers are to treat work-related concerns raised with them by employees confidentially. Everyone involved in a grievance management process must maintain confidentiality and only discuss the matter with the

manager, other employees involved in the management of the issue, support persons, Employee Assistance Program personnel, or immediate family members. Any breach of confidentiality may result in disciplinary action.

Documentation

The person managing the grievance process must take brief and factual diary or file notes of all agreed actions and timelines and must keep all relevant documentation securely for seven years.

In addition the manager must complete a Manager Grievance Report and forward it by email to Professional Standards at professionalstandards@rms.nsw.gov.au (see 0 and 0).

Victimisation

Victimisation is any unfavourable treatment of a person because they raised a work-related concern or lodged a grievance, or they were a respondent to or involved in a grievance.

Any employee who victimises or retaliates against any person involved in a grievance may be subject to disciplinary proceedings.

Vexatious and trivial grievances

An employee who lodges a grievance that they know is false, or is considered trivial, or who continues to raise complaints that have been investigated and finalised, may be subject to disciplinary processes up to and including termination.

Work-related concerns from labour hire personnel, consultants and Professional Services Contractors

Labour hire workers or professional service contractors must raise any work-related concern with their employer, who may contact Transport for NSW about the matter. Any reports will be taken seriously and managed in accordance with the commercial agreement with the service provider and the responsibilities of Transport for NSW.

Related Policy and other relevant/supporting documents

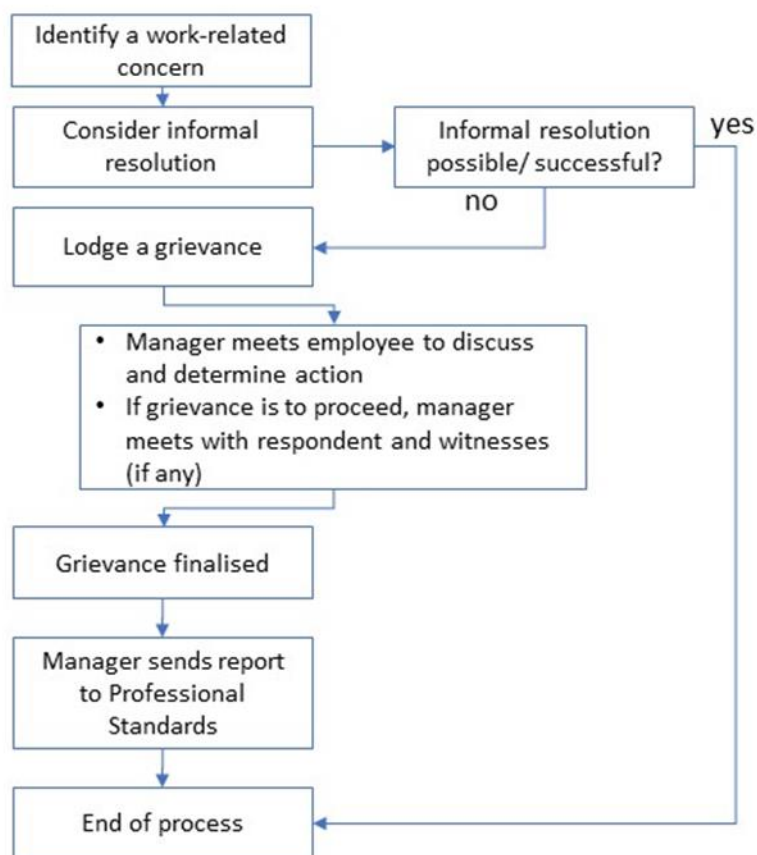
1. [Transport Grievance Management Policy](#)

Definitions

Term	Definition
Grievance	A formal verbal or written request by an employee for a work-related concern to be addressed.
Respondent	The employee who is the subject of a grievance.
Support Person	An individual (including a Union representative) who can provide advice, guidance and support. The support person cannot act as an advocate, or argue for the employee, but they may give advice to the employee. They may also request a break if needed. The support person must not present a conflict of interest with the matter.

Tools

Process flowchart – key steps



Document control

Superseded documents

This Procedure replaces the following documents:

- TfNSW Grievance Management Procedure CPr16001.3
- RMS Grievance Management Procedure PN 247P07

Document history

Date & Procedure No.	Document owner	Approved by	Amendment notes
11 September 2020 CPr20045	Director, Industrial & Workforce Relations	Director, Industrial & Workforce Relations	New Procedure
31 March 2021 CPr20045.1	Director, Industrial and Workforce Relations	Chief People Officer	Update to confirm coverage to Sydney Metro

Feedback and help

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Please email Corporatepolicy@transport.nsw.gov.au.

33. This variation will take effect on and from 1 July 2022.

N. Constant, *Chief Commissioner*
D. Sloan, *Commissioner*
D. O'Sullivan, *Commissioner*

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SERIAL C9577

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

CA22/01 - Hi-Trans Logistics Pty Ltd NSW Contract Carrier Agreement 2022

Made Between: Hi-Trans Logistics Pty Ltd -&- the Transport Workers' Union of Australia, New South Wales.

New/Variation: Replaces CA14/02

Approval and Commencement Date: Approved and commenced 20 October 2022.

Description of Employees: The agreement applies only to those contract carriers as defined under the Agreement, who are the owner-drivers of vehicles undertaking contract of carriage for the single principal contractor, Hi-Trans Logistics Pty Ltd., located at 28 Davis Road, Wetherill Park NSW 2164, who fall under the coverage of the Transport Industry - General Carriers Contract Determination 2017.

Nominal Term: 36 Months.

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