



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS
BOARD (NSW) EXAMINERS, ASSESSORS AND CHIEF EXAMINERS)
AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Education Standards Authority.

(Case No. 159318 of 2020)

Before Commissioner Murphy

3 June 2020

VARIATION

1. Insert after subclause 2.4 of clause 2, Dictionary, of the award published 29 May 2020 (388 I.G. 727), the following new subclauses and renumber existing subclauses accordingly:
 - 2.5 “Covid-19” means the infectious disease also known as Novel Coronavirus.
 - 2.6 “Covid-19 Restrictions” means restrictions imposed by the New South Wales or Federal government that prevent face-to-face AMEB (NSW) practical examinations from occurring.
 - 2.7 “Covid-19 Video Examinations” means AMEB (NSW) practical examinations that take place during Covid-19 Restrictions and are conducted externally and on-screen.
2. Insert after subclause 2.10 of clause 2, Dictionary, the following new subclause and renumber existing subclauses accordingly:
 - 2.11 “ICT” means Information and Communications Technology, including, but not limited to, internet capabilities, software, and computers.
3. Insert after clause 3, Anti-Discrimination, the following new clause and renumber the existing clauses accordingly:

4. Covid-19 Video Examinations

- 4.1 During Covid-19 Restrictions, examiners shall view and assess AMEB (NSW) practical examinations externally and on-screen by way of a video that is submitted by the person undertaking the exam.
 - 4.2 Examiners who are engaged to assess Covid-19 Video Examinations will be provided with mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.
 - 4.3 Examiners will be required to use their own ICT facilities, including internet, to view and assess Covid-19 Video Examinations.
 - 4.4 The Parties agree that these arrangements are a temporary measure and do not set a precedent for any future negotiations for external on-on-screen marking on a long-term basis. These arrangements remain in force during and until the cessation of COVID-19 Restrictions or subsequently until and including a date agreed by the Parties.
4. Delete subclause 7.1 of clause 7, Examining Rates (Practical) and insert in lieu thereof the following:
 - 7.1 The rate for face-to-face practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

5. Insert after clause 7, Examining Rates (Practical), the following new clause 8 and renumber existing clauses accordingly:

8. Examining Rates (Covid-19 Video Examinations)

- 8.1 The rate for the marking of Covid-19 Video Examinations shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

- 8.2 Examiners will be entitled to a one hour minimum payment when assessing Covid-19 Video Examinations.

The hours of work shall otherwise be calculated based on the elapsed time of each individual examination and will include one minute additional paid time for each examination in recognition of the time required to transition between each video.

- 8.3 Examiners assessing Covid-19 Video Examinations will be paid an External Onscreen Marking Allowance in line with that paid to Higher School Certificate markers engaged in external onscreen marking, specified in Table 4 of the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2019.

6. Insert after subclause 9.1 of clause 9, Meal Allowance, the following new subclause:

- 9.2 Meal allowances are not payable to examiners conducting Covid-19 Video Examinations.

7. Delete subclause 13.1 of clause 13, Minimum Payment, and insert in lieu thereof the following:

- 13.1 No examiner scheduled to conduct face-to-face examinations on any day shall be paid for less than three hours, calculated in accordance with this award, from the time examining commences.

8. Delete subclauses 18.2 and 18.3 of clause 18, Hours of Work, and insert in lieu thereof the following:

- 18.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00p.m, except in the case of examiners conducting Covid-19 Video Examinations in which case the Hours of Work provisions of clause 8.2 apply.

- 18.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked, except in the case of examiners conducting Covid-19 Video Examinations in which case the Hours of Work provisions of clause 8.2 apply.

9. This variation shall take effect on and from 3 June 2020.

J.V. MURPHY, *Commissioner*

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**CROWN EMPLOYEES (GENERAL MANAGERS,
SUPERINTENDENTS, MANAGERS SECURITY AND DEPUTY
SUPERINTENDENTS, DEPARTMENT OF JUSTICE - CORRECTIVE
SERVICES NSW) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 133514 of 2019)

Before Chief Commissioner Kite

29 August 2019

REVIEWED AWARD

PART A

1. Arrangement

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PART B

Schedule 1 - Annualised Salary Package

Schedule 2 - Other Allowances

2. Title

This Award shall be known as the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Communities and Justice- Corrective Services NSW) Award 2009.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

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

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

"Award" means this Award.

"Division Head" means the Secretary of the Department of Communities and Justice.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied, or its replacement.

"Corrective Services (CSNSW)" means a division within the Department of Communities and Justice.

"Deputy Superintendent" means a commissioned officer occupying a role at the rank of Deputy Superintendent which is not attached to a Correctional Centre.

"General Manager" means a commissioned officer occupying a role at the rank of General Manager in charge of Correctional Centres, other than Mid North Coast, John Morony, Dillwynia or Wellington, or other positions designated by the Division Head.

"Manager Security" means a commissioned officer occupying a role at the rank of Manager Security with the responsibility of managing the security of a Correctional Centre, other than Mid North Coast, John Morony, Dillwynia or Wellington, or other role designated by the Division Head.

"Officer" means and includes all persons (as defined by the Act) permanently or temporarily appointed to a role within CSNSW pursuant to the provisions of the Act, at the rank of General Manager, Superintendent, Manager Security or Deputy Superintendent and who is occupying one of the role covered by this Award at its operative date, or is appointed to or employed in one of these role after that date.

"Permanent Part-time Officer" means an Officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

"Personnel Handbook" means the New South Wales Government Personnel Handbook published by the Public Service Commission, as updated from time to time.

"Regulation" means the Government Sector Employment Regulations 2014.

"Superintendent" means a commissioned officer who is occupying a role at the rank of Superintendent which is not attached to a Correctional Centre.

4. Conditions Fixed By Other Instruments of Employment

4.1 The following Awards or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 published 10 March 2006 (357 IG 1108) with the exception of clauses: 10, 11, 12, 13, 14, 20, 21, 24, 35, 36, 39, 46, 47, 48, 49, 54, 55 and 91 - 107 inclusive.

Crown Employees (Transferred Employees Compensation) Award

- 4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of officers shall be determined by the provisions of the Act, the Regulation and Personnel Handbook.

5. Principles of Understanding

- 5.1 The parties acknowledge that the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 IG 602) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of CSNSW's operations.
- 5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.
- 5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Division Head.

6. Hours of Work

- 6.1 The ordinary hours of work for officers under this Award shall be an average of 38 hours per week to be worked Monday to Sunday inclusive.

7. Public Holidays

- 7.1 Officers engaged under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:
- 7.1.1 When rostered off on a public holiday - no additional compensation or payment.
- 7.1.2 When rostered on a public holiday and work performed - no additional payment.
- 7.1.3 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of twelve (12) months from 1st December one year to 30th November the next year	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- 7.2 The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:

- 7.2.1 Where employment of an officer is terminated or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under paragraph 7.1.3 of this clause from the preceding 1st December until the date of termination, resignation or retirement.
- 7.2.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.
- 7.3 Officers who are directed to work on the Public Service Holiday as determined by the Division Head within the Christmas/New Year period, are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Year's Day Public Holiday.

8. Rostered Day Off

- 8.1 The hours of work prescribed in subclause 6.1 of clause 6, Hours of Work, shall be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers shall accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 of this clause.
- 8.2 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.
- 8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. Where the rostered day off is changed by agreement, another day shall be substituted in the current roster cycle. Should this not be practicable the rostered day off must be given and taken in the next roster cycle.
- 8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause shall be twelve days per annum. There shall be no accrual towards a rostered day off during the first four weeks of recreation leave.
- 8.5 All other paid leave shall contribute towards the accrual of a rostered day off except where paid workers compensation or extended leave is current throughout the roster cycle. Where an officer's rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive payment in lieu of rostered days off.

9. Additional Hours

- 9.1 No payment for additional hours to the ordinary hours of employment shall be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked in excess of the first two hours on each occasion.
- 9.3 After the initial two hours have been worked, then any subsequent work undertaken on account of an emergency shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Sunday inclusive. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus one dollar.
- 9.4 For the purposes of this Award, emergencies are situations such as riot, fire, or hostage. Payment for hours worked in relation to any such incidents must be submitted for the approval of the officer's supervisor.

10. Ranking Structure

- 10.1 The following ranking structure shall apply:
General Manager (commissioned officer)

Superintendent (commissioned officer)

Manager Security (commissioned officer)

Deputy Superintendent (commissioned officer)

- 10.2 Vacancies at these ranks shall be advertised externally and internally within CSNSW, in accordance with the Act and filled by way of merit selection. This shall not apply to roles which can be suitably filled by way of internal transfer, redeployment, rotation, secondments or temporary appointment with the approval of the Division Head.
- 10.3 At the commencement of the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, the roles of General Manager and Manager Security were advertised and filled by way of a merit selection process.
- 10.4 Officers successful in gaining appointment to roles covered by this Award shall be offered a placement in a location for a period of up to three years in recognition that the nature of CSNSW's operation may require their transfer to another location or roles at the same rank from time to time. Officers shall have the opportunity to discuss any transfer of this nature with the Division Head prior to a transfer being affected under this subclause.
- 10.5 The Division Head reserves the right to transfer officers in accordance with the movement of staff within and between public sector agencies provisions of the Act, if such action is considered to be in the best interests of CSNSW.
- 10.6 Transfer costs, where applicable, shall be made in accordance with the provisions of the Crown Employees (Transferred Employees Compensation) Award 2009 or its replacement.

11. Annualised Salary Package and Allowances

- 11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment except as otherwise expressly contained in this Award.
- 11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.
- 11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances. This includes work undertaken in accordance with the provisions of subclauses 9.2, 9.3 and 9.4 of clause 9, Additional Hours, of this Award. Actual expenses for meals and accommodation may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award when travelling on official business, with the rates prescribed to be used as an indicative upper limit.
- 11.4 Incidental Allowance: The annualised salary package contained in Part B, Schedule 1, Annualised Salary Package, of this Award, incorporates an Incidental Allowance as described in the former Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 I.G. 386).
- 11.5 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of the CSNSW, to enter into a Salary Packaging Arrangement in accordance with the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2019) Award or its replacement.

12. Leave Entitlements

- 12.1 All leave (sick, recreation etc.) except for extended leave shall be granted and administered in accordance with the relevant provisions of the Conditions Award.

- 12.2 Extended leave entitlements shall be granted and administered in accordance with Schedule 1 of the Regulation.
- 12.3 All leave will be debited in actual time, replacing the system of debiting multiples of 1/4 days.

13. Recreation Leave

- 13.1 In accordance with the Recreation Leave provisions of the Conditions Award, officers under this Award shall be entitled to recreation leave of 20 working days paid leave per year. Additional recreation leave on full pay accrues to officers indefinitely stationed in a remote area at the rate of 5 working days per year.
- 13.2 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified in the Conditions Award, except by written agreement with the Division Head in special circumstances.
- 13.3 Permanent part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

14. Annual Leave Loading

- 14.1 Annual Leave loading payable to officers under this Award shall be paid and administered in accordance with the provisions of the Annual Leave Loading clause in the Conditions Award.

15. Allowance for Temporary Assignment

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher roles from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher roles be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher roles
- 15.2 This allowance for temporary assignment shall not be paid unless the officer has performed the duties of the higher roles for five complete and consecutive working days or more.

16. Performance Agreement

- 16.1 All officers shall enter into a performance agreement with CSNSW.
- 16.2 Officers who have not met the targets in a performance agreement shall be counselled by the Division Head with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development.
- 16.3 The parties recognise that the Division Head, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

17. Motor Vehicles

- 17.1 Officers occupying roles under this Award may sublease vehicles from CSNSW in accordance with the arrangements in place for officers employed within the Senior Executive Service as contained in Premier's Directions in force at the time of the making of this Award and any variations made to these provisions thereafter. These arrangements are contained in Department of Justice Use of Motor Vehicle Policy
- 17.2 Officers who do not elect to sublease a vehicle under subclause 17.1 of this clause and who are required to undertake on-call duties may have access to a pool vehicle for the performance of those CSNSW duties. Use of a pool vehicle under this subclause must be subject to the approval of the officer's supervisor.

18. Permanent Part-Time

- 18.1 CSNSW is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 18.2 Part-time work arrangements must be acceptable to both CSNSW and the officer and shall be in accordance with the provisions of the *Industrial Relations Act 1996* and the Flexible Work Practices Policy and Guidelines issues by the then Public Employment Office in October 1995.

19. Professional Conduct

- 19.1 Corporate Plan: Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the CSNSW Corporate Plan.
- 19.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the Department of Justice Code of Ethics and Conduct Policy in the performance of their duties. All officers shall be professional in their conduct with the public, other staff members and inmates.
- 19.3 Dress Manual: Officers shall comply with the requirements of the CSNSW Dress Manual, shall ensure their dress and grooming is of the highest standard and shall wear and display CSNSW's name tags. Officers are responsible for ensuring that all staff under their supervision comply with the CSNSW Dress Manual.
- 19.4 Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by CSNSW's policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.?

20. Equality of Employment and Elimination of Discrimination

- 20.1 The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

21. Harassment Free Workplace

- 21.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 21.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Association.
- 21.4 Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

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 an obligation 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 victimize an officer because the officer 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;
- 22.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 22.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 22.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in 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."

23. Work Health and Safety

- 23.1 At all times officers shall comply with the *Work Health and Safety Act 2011* and associated Regulations.
- 23.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- 23.2.1 Implementation of appropriate health and safety procedures.
- 23.2.2 Appropriate management and risk assessment practices.
- 23.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
- 23.2.4 Management and officer participation on Health and Safety Committees.
- 23.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Work Health Safety Act 2011* and associated Regulations.

24. Flexible Working and Operational Arrangements

- 24.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career

break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995.

- 24.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups. General Managers are responsible for ensuring the Community Consultative Communities meet and operate within CSNSW guidelines.
- 24.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association as appropriate and representatives from Community Offender Services shall be allocated roles on Local Management Boards.
- 24.4 All officers occupying roles under this Award shall be on-call as required by their supervising officer and shall be able to respond to unanticipated circumstances in a prompt and reliable manner. An on-call allowance shall not be paid.
- 24.5 General Managers shall regularly inspect the correctional centres and workplaces under their responsibility. It is expected that each location shall be visited twice per month or more often if required by the officer's supervisor. All shifts operating at each location shall be included regularly as part of the inspection. Reports of these inspections shall be submitted to senior management as part of the monthly reporting requirements as contained in CSNSW's policy and procedures.
- 24.6 General Managers and Managers Security shall be on duty at the Correctional Centre on two weekends per month and shall have weekdays off as part of the annualised salary package. These days off must be in accordance with operational requirements and must be approved by the officer's supervisor.
- 24.7 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 24.8 Any direction made pursuant to this clause shall be consistent with security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

25. Deduction of Association Membership Fees

- 25.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.
- 25.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable shall be provided to CSNSW at least 28 days in advance of the variation taking effect.
- 25.3 Subject to subclauses 25.1 and 25.2 of this clause CSNSW shall deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deduction.
- 25.4 Monies so deducted from the officer's salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officers' membership accounts.
- 25.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership fees shall be deducted by CSNSW on a fortnightly basis.

26. Grievance and Dispute Resolution Procedures

26.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.

26.2 Grievances shall be handled in accordance with the CSNSW's Grievance Management Policy and Guidelines. A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
- (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
- (c) unfair allocation of development opportunities; or
- (d) lack of communication of work-related information; or
- (e) a difficulty concerning the interpretation or application of a CSNSW's policy or procedure.

26.3 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute. A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

26.4 The parties to this Award are committed to following the steps set out below and shall continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

26.5 A dispute shall be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the supervisor. If the dispute remains unresolved follow Step 3.

Step 3: The dispute is discussed between the next higher level of management and representatives from Industrial Relations, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the most senior representatives of CSNSW and the relevant Association officials and/or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed with the Division Head and the relevant Association officials and/or officer's nominated representative.

The parties agree to exhaust the conciliation process before considering Step 6. The parties agree not to deliberately frustrate or delay these procedures.

Step 6: The dispute may be referred by either party to the Industrial Relations Commission to exercise its functions under the *Industrial Relations Act* 1996, provided the dispute is not a claim for general increases in salary or conditions of employment contained in this Award.

- 26.6 Each of the steps will be followed within a reasonable time frame having regard for the nature of the dispute.
- 26.7 While the parties are attempting to resolve the grievance/dispute, the parties shall continue to work in accordance with this Award and their contract of employment unless the staff member has a reasonable concern about an imminent risk to his or her safety. Subject to the *Work Health and Safety Act 2011*, even if the staff member has a reasonable concern about an imminent risk to his or her health or safety, the staff member must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the staff member to perform.

27. No Further Claims

- 27.1 It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to the officers covered by this Award.

28. General

- 28.1 Nothing in this Award shall be construed as restricting the Division Head to alter the duties of any roles or to abolish any roles covered by this Award.

29. Savings of Rights

- 29.1 Should there be a variation to the Crown Employees (Public Sector – Salaries 2019) Award or its replacement, during the term of this Award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

30. Area, Incidence and Duration

- 31.1 This Award shall apply to all officers as defined in clause 10, Ranking Structure, of this Award.
- 31.2 This award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (General Managers, Superintendents, Manager Security and Deputy Superintendents, Department of Justice – Corrective Services NSW) Award 2009 published 17 August 2012 (374 I.G.34).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 August 2019.

- 31.3 The award remains in force until varied or rescinded the period for which it was made having already expired.

PART B**SCHEDULE 1****Annualised Salary Package**

1.1 Annualised Salary

Rank	Annualised Salary from the first full pay period on or after 1 July 2019 \$
General Manager	198,466
Superintendent	182,106
Manager Security	167,433
Deputy Superintendent	155,979

- 1.2 The above salaries are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

SCHEDULE 2**Other Allowances**

2.1	Hosiery	\$240.00 per annum	Subclause 11.2
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P. M. KITE, *Chief Commissioner*

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CROWN EMPLOYEES (SAFE STAFFING LEVELS DEPARTMENT OF JUSTICE - CORRECTIVE SERVICES NSW) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 142523 of 2019)

Before Chief Commissioner Kite

29 August 2019

REVIEWED AWARD

1. Area, Incidence and Duration

- (a) This award shall apply to Corrective Services NSW, the PSA and employees covered by the Crown Employees (Correctional Officers, Department of Communities and Justice- Corrective Services NSW) Award.
- (b) This award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Safe Staffing Levels Department of Justice - Corrective Services NSW) Award

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 August 2019.

- (c) Changes made to this award subsequent to it first being published on 26 February 2010 (369.I.G. 1228) have been incorporated into this award as part of the review.
- (d) The award remains in force until varied or rescinded, the period which it was made having already expired

2. Definitions

"CSNSW" shall mean Corrective Services NSW, a division within the Department of Communities and Justice

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

3. Safe Staffing Levels

- (a) Each correctional centre operated by CSNSW shall have a management plan identifying safe procedures for the operation of the centre.
- (b) Each such management plan shall include:
 - (i) the staff establishment, maximum inmate number and classification;
 - (ii) the inmate number and classification by wing/unit/pod (and any other operational area) and the post structure for that wing/unit/pod (and any other operational area).
- (c) Variations to subclause 3(b)(ii) above are subject to local consultation if temporary.

- (d) Permanent variations to management plans shall be the subject of consultation as required by Schedule A of the Crown Employees (Correctional Officers, Department of Communities and Justice- Corrective Services NSW) Award ("the Agreed Procedures").
- (e) Any dispute arising out of consultation concerning temporary or permanent variations to management plans shall be resolved under the Agreed Procedures.
- (f) The parties acknowledge that there is no intention to staff wings/units/pods that are empty.

4. Anti-Discrimination

See clause 27 of the Crown Employees (Correctional Officers, Department of Communities and Justice - Corrective Services NSW) Award.

5. Grievance and Disputes Settling Procedure

In the event that any dispute or grievance arises in relation to any matter in this Award, the CSNSW, the PSA and employees shall comply with the procedures in Schedule A - Agreed Procedures for Settlement of Grievances and Disputes of the Crown Employees (Correctional Officers, Department of Communities and Justice - Corrective Services NSW) Award.

P. M. KITE, *Chief Commissioner*

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(1505)

SERIAL C9090

GOLDENFIELDS WATER COUNTY COUNCIL ENTERPRISE AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 52646 of 2020)

Before Commissioner Murphy

11 March 2020

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1	Arrangement
2	Statement of Intent
3	Area, Incidence and Duration
4	Agreed Objectives
5	Anti-discrimination
6	Definitions
7	Skill Descriptors
8	Rates of Pay
9	Salary System
10	Use of Skills
11	Payment for Relief Duties/Work
12	Payment of Employees
13	Salary Sacrifice
14	Superannuation Fund Contributions
15	Allowances, Additional Payments and Expenses
16	Motor Vehicle Leaseback
17	Residence
18	Hours of Work
19	Overtime
20	Holidays
21	Union Picnic Day
22	Leave Provisions
23	Flexibility for Work and Family Responsibilities
24	Phased Retirement
25	Part-time Employment
26	Casual Employment
27	Job Share Employment
28	Junior and Trainee Employment
29	Training and Development
30	Consultative Committees
31	Term Contracts
32	Grievance and Dispute Procedures
33	Disciplinary Procedures
34	Work Health and Safety
35	Health and Wellbeing
36	Termination of Employment

37	Council Agreements
37	Workplace Change and Redundancy
39	Savings and Transitional
40	Employee Loyalty/Attendance Bonus

PART B - ANNEXURE - TABLE 1 - PAY RATES &
ALLOWANCES PER WEEK

2. Statement of Intent

2.1 Scope

It is the intention of the parties that the "Goldenfields Water County Council Enterprise Award 2020" shall apply to all employees of Goldenfields Water County Council, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993 (NSW)* or its replacement legislation.

2.2 Coverage and Parties

This Award shall apply to all current and future employees of Goldenfields Water, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993 (NSW)*.

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

3. Area, Incidence and Duration

3.1 Applicability

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

3.2 Rescission of 2017 Award

This Award rescinds and replaces the Goldenfields Water County Council Enterprise Award 2017 published 24 November 2017 (382 I.G. 54).

3.3 Nominal term

This agreement operates from the first full period on or after 1 July 2020 and will remain in force until the first pay period on or after 30 June 2023.

3.4 Negotiation for replacement

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

4. Agreed Objectives

4.1 The agreed objectives of this Award are:

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

4.1.1.1 Improve skill levels and establish skill-related career paths;

- 4.1.1.2 Eliminate impediments to multi-skilling;
 - 4.1.1.3 Broaden the range of tasks which a worker may be required to perform;
 - 4.1.1.4 Achieve greater flexibility in workplace practices;
 - 4.1.1.5 Eliminate discrimination and sexual harassment;
 - 4.1.1.6 Eliminate harassment and bullying;
 - 4.1.1.7 Establish rates of pay and conditions that are fair and equitable;
 - 4.1.1.8 Work reasonable hours;
 - 4.1.1.9 Ensure flexibility for work and family responsibilities; and
 - 4.1.1.10 Ensure the delivery of quality services to the community and continuous improvement.
- 4.1.2 Co-operation between Council and Employees to achieve:
- 4.1.2.1 Management Plan objectives and strategies;
 - 4.1.2.2 Improved productivity, including taking action to reduce water wastage and ensuring pump power usage efficiency;
 - 4.1.2.3 Early fault detection and efficient repair methods;
 - 4.1.2.4 Ensuring Customer Relations and Level of Service strategies are met by delivering high quality attention and action in service to customers;
 - 4.1.2.5 Action to reduce operating and maintenance costs; and
 - 4.1.2.6 Act responsibly in respect to environmental matters.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes without limitation discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 5.2 The parties have obligations pursuant to the dispute procedure to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- 5.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

- 5.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- 5.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 5.6 Notes
- 5.6.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 5.6.2 Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:

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

6. Definitions

- 6.1 Association
- "Association" means Local Government NSW.
- 6.2 Council
- "Council" means Goldenfields Water County Council. This definition shall be read subject to allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- 6.3 Goldenfields Award
- "Goldenfields Water County Council Enterprise Award 2020" as may be varied and/or replaced from time to time.
- 6.5 Union
- "Union" means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); Australian Manufacturing Workers' Union, Electrical Trades Union (N.S.W.) of Australia and the Local Government Engineers Association.
- 6.6 Ordinary Pay
- 6.6.1 Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received,
- 6.6.1.1 Saturday, Sunday and shift penalties
 - 6.6.1.2 Disability allowances
 - 6.6.1.3 Tool allowances
 - 6.6.1.4 On call allowance
 - 6.6.1.5 First aid allowance
 - 6.6.1.6 Community language and signing work allowances.

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

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

- 6.6.2.1 Overtime payments
- 6.6.2.2 Camping allowance
- 6.6.2.3 Travelling allowances
- 6.6.2.4 Car allowances
- 6.6.2.5 Meal allowances
- 6.6.2.6 Living Away From Home Allowance (LAFHA)

6.7 Days

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

6.8 Competency based training

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

6.9 Superannuation contributions

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

6.10 Complying superannuation fund

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

6.11 Seven day a week rotating roster system

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

6.11.1 Ordinary hours on each of the seven calendar days of the week; and

6.11.2 Ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and

6.11.3 On Public Holidays; and

6.11.4 At different agreed commencement times during the roster period (i.e. different shifts)

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

7. Skill Descriptors

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

7.1 Operational Band 1, Level 1

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

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

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

Management skills: Not required.

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

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

7.2 Operational Band 1, Level 2

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

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

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

Management skills: Not required.

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

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

7.3 Operational Band 1, Level 3

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

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

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

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

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

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

7.4 Operational Band 1, Level 4

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

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

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

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

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

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

7.5 Administrative / Technical / Trades Band 2, Level 1

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

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

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

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

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

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

7.6 Administrative / Technical / Trades Band 2, Level 2

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

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

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

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

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

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

7.7 Administrative / Technical / Trades Band 2, Level 3

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

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

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

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

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

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

7.8 Professional / Specialist Band 3, Level 1

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

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the council, and assistance is usually available from other professional / specialist staff in the work area.

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

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

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

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

7.9 Professional / Specialist Band 3, Level 2

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

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

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

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

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

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

7.10 Professional / Specialist Band 3, Level 3

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

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

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

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

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

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

7.11 Professional / Specialist Band 3, Level 4

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

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

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

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

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

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

7.12 Executive Band 4

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

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

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

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

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

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

8. Rates of Pay

8.1 Salary System

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

8.2 Weekly Rates

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

8.2.1 On the first full pay period commencing on or after 1st July 2020, by 3%.

8.2.2 On the first full pay period commencing on or after 1st July 2021, by 3%.

8.2.3 On the first full pay period commencing on or after 1st July 2022, by 3%.

8.3 Workers Compensation

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

9. Salary System

- 9.1 A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 9.2 The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- 9.3 Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 7 Skills Descriptors of this Award.
- 9.4 Progression through the salary system shall be based upon the acquisition and use of skills. Assessment for the progression through the salary system shall occur annually.
- 9.5 Skills for progression relevant to the position/Grade shall be assigned to each salary point/step within the grade or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system relevant to that grade subject to subclause 9.4.
- 9.6 Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, council will provide one.
- 9.7 At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- 9.8 The salary system shall include a process by which employees can appeal against their assessment.
- 9.9 Employees shall have access to the assessment document prior to the assessment and to information regarding the grade, salary range and progression steps of the position.
- 9.10 Where a council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

10. Use of Skills

- 10.1 The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- 10.2 The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 10.3 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 10.4 The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.

11. Payment for Relief Duties/Work

- 11.1 An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.

- 11.2 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 22.3.5 of this Award.
- 11.3 An employee under this Award who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993* (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

12. Payment of Employees

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

13. Salary Sacrifice

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

- 13.9 The value of salary sacrifice benefits and applicable fringe benefits tax shall be treated as ordinary pay for the purposes of calculating overtime and termination payments.
- 13.10 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 13.11 The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 13.12 The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 13.13 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 13.14 A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- 13.15 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act 1996 (NSW)*, Council shall make superannuation contributions for current employees to their nominated Superannuation Fund.

14.1 Additional Employer Superannuation Contribution

The total employer contribution rate for each financial year covered by this agreement will be 15%. Council will maintain a 5.50% buffer above the Federal Government Superannuation Guarantee.

14.2 Salary Sacrifice Arrangements specific to Superannuation

14.2.1 For the purposes of this subclause:

- I. "Eligible employee" means an employee with at least ten (10) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*.
- II. "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*.
- III. "LSL" means Long Service Leave.
- IV. "LSL Act" means the *Long Service Leave Act 1955 (NSW)*.
- V. "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- VI. "Superannuation Fund" means the Local Government Superannuation Scheme.

14.2.2 Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.

14.2.3 Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.

Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by

section 4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

14.2.4 Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

14.2.5 Notwithstanding clause 13.5 of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

15. Allowances, Additional Payments and Expenses

15.1 Telephones

An employee who is required to have a landline telephone at their home for Council purposes shall be compensated by Council reimbursing rental fees and business related charges.

15.2 Discretionary provision of mobile phone

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

15.3 Living away from home allowance (LAFHA)

15.3.1 LAHFHA - Operational works

An employee who is required to undertake operational works on behalf of Council, and who is required to remain at the location overnight inside or outside of GWCC's area (including 3rd party projects), shall be provided with suitable accommodation at the expense of Council.

A living away from home allowance (LAFHA - Operational Works) will apply at the rate set out in Annexure - Table 1. The Union and its members will within reason ensure that projects (3rd party outside GWCC's area) requiring travel are adequately staffed to meet contract and/or scheduling requirements.

15.3.2 LAHFHA - Compulsory Training

An employee who is required by Goldenfields to participate in compulsory external training and is required to remain at the location overnight outside GWCC's area, shall be paid a living away from home allowance (LAFHA - Compulsory Training) at the rate set out in Annexure - Table 1.

This clause does not apply to employees who are required to be away from home as a result of attending work-related professional development courses, conferences and/or seminars.

15.4 Incidentals

In addition to 15.3.1 above, Council shall pay for breakfast, evening meals and all reasonable incidental expenses (as approved by the General Manager) incurred as a result of the requirements to live away from home.

15.5 Disability Allowances

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

This allowance shall be paid at the rate set out in Annexure - Table 1 of this Award and shall be paid for all purposes of the Award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

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

Excepting staff engaged in the following functions:

- Administration
- Finance
- Supervising in Band 2
- Technical Services
- Employees recognised in clause 15.5.1.2 below.

- 15.5.1.2 Employees in the following classifications (excluding supervisors), who are recognised as working regularly in open trenches shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Annexure - Table 1 of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.

- Distribution Staff
- Construction and Support Staff
- Welders

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

15.6 Employee Providing Tools

- 15.6.1 Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid a weekly allowance at the rate set out in Annexure - Table 1 of this Award. -

15.6.2 Complete Tool Kits

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

15.6.3 Special Purpose Tools

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

15.6.4 Compensation of Tools

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

15.6.5 Provided for the purposes of this clause:

- 15.6.5.1 Only tools used by the employee in the course of their employment shall be covered by this clause;
- 15.6.5.2 The employee shall, if requested to do so, furnish the council with a list of tools so used;

- 15.6.5.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- 15.6.5.4 The employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

15.7 Certificates and Licences

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

15.8 Vehicle Allowances

- 15.8.1 Where, by agreement, and Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance as set out in Annexure - Table 1 based on engine capacity for each kilometre of authorised travel.
- 15.8.2 Council may require an employee to record full details of all such official travel requirements in a log book.
- 15.8.3 Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in Clause
- 15.8.4 Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

15.9 Travelling Allowance

- 15.9.1 This subclause shall apply to employees who are required to start and / or finish at a location away from the Council depot, workshop or other agreed starting point.
- 15.9.2 For the purposes of this subclause "normal starting point" shall mean:
 - 15.9.2.1 A Council workshop or depot;
 - 15.9.2.2 A Council office or building to which the employee is usually assigned;
 - 15.9.2.3 Any other agreed starting and / or finishing point.
- 15.9.3 Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 32, Grievance and Dispute Procedures, shall apply.
- 15.9.4 An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance for each journey as per Clause 15.8.1.

- 15.9.5 For the purpose of this subclause a residence shall not be recognised as such unless it is situated within the geographic council area. Where the employee resides outside the council's geographic area the travelling allowance is payable from the respondent general purpose council's boundary.
- 15.9.6 For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- 15.9.7 Where Council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as per Clause 15.8.1.
- Such car allowance shall be paid in addition to travelling allowances provided by this subclause. For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).
- Where Council provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.
- 15.9.8 This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- 15.9.9 This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 32 of this Award shall be applied.
- 15.9.10 This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- 15.9.11 Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.

15.10 First Aid Work

- 15.10.1 Where an employee is required by Council to hold a current first aid certificate, to be in charge of a first aid kit, and administer first aid in the event of an incident, and the use of such skills are not paid in accordance to the salary system established by Council, the employee shall be paid an allowance as set out in Annexure - Table 1.
- 15.10.2 All outdoor employee's due to the nature of their work, which may be remote, are required by Council to hold a current first aid certificate, to be in charge of a first aid kit (which they will keep up to date at Councils cost) and to administer first aid in the event of an incident. This will be an inherent requirement of their role. In return, Council will pay all outdoor employees an allowance as set out in Annexure - Table 1.
- 15.10.3 In the instance where an indoor employee is required to work outdoors, and holds a current first aid certificate, and is required to administer first aid in the event of an incident, they will be paid the allowance as set out in Annexure - Table 1 for the required period.

15.11 Meal Allowance

15.11.1 A meal allowance set out in Table 1 of Part B shall be paid to employees instructed to work overtime:

15.11.1.1 For two hours or more prior to their agreed commencing time, or

15.11.1.2 For two hours immediately after their agreed finishing time and after subsequent periods of four hours, or

15.11.1.3 After each four hours on days other than ordinary working days

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

15.12 Civil Liability - Engineering Professionals

15.12.1 Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the Council, an employee who is an engineering professional and:

15.12.1.1 Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and

15.12.1.2 Such assets may give rise to liability under the *Civil Liability Act 2002 (NSW)* shall be paid an allowance in addition to the weekly rate of 3.5%.

15.12.2 The provision in Clause 15.12.1 above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date this Award was made.

15.13 Accreditation of council employees by the Building Professionals Board

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

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

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

15.14 Market Premium Allowance

15.14.1 Council may at any time identify a position or a series of positions to which it wishes to pay a market premium. This will normally occur when a shortage in the market of a specific discipline or skillset occurs. The identification of these positions shall entirely be a decision for Council.

15.14.2 Council may offer a premium for a fixed term over and above that identified in the salary system. This will generally be set as a percentage premium, for a set period of one to two years. The premium shall be applicable to all positions identified, both current and proposed employees until the end of that period.

15.14.3 At the end of the identified period the premium will be withdrawn and any employees shall revert back to the rates of pay identified in the salary system.

15.15 Attraction / Retention Allowance

- 15.15.1 Council may at any time identify an employee that they wish to retain or a role that they wish to offer more for and offer an additional allowance above the rate established in this salary system.
- 15.15.2 This allowance may be a one off amount or be fixed for a period of time. It is associated with an individual and will not be generally offered. Allowances made for a fixed period of time shall cease at the end of the identified period.
- 15.15.3 The Attraction/Retention Allowance will remain a confidential arrangement between Council and a specific employee.

16. Motor Vehicle Leaseback

16.1 General

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

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

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

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

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

16.2 Termination of leaseback vehicle arrangement

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

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

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

16.3 Variation of leaseback vehicle arrangements

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

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

- 16.3.3 Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, Council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (16.3.2) above shall not apply. In the absence of agreement, Clause 32, Grievance and Disputes Procedures, shall apply.

17. Residence

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

18. Hours of Work

18.1 General

18.1.1 Spread of Hours

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

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

18.1.2 Starting and Finishing Times

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

18.1.3 Ordinary Hours of Work

- 18.1.3.1 The ordinary hours for all employees shall be worked between 6:00a.m and 6:00p.m., Monday to Friday.
- 18.1.3.2 Except as otherwise provided in a Workplace Agreement, the ordinary hours for all employees shall be 76 hours per fortnight worked on nine weekdays in any two week cycle.
- 18.1.3.3 The ordinary hours of work for employees, except as otherwise provided in a Workplace Agreement, engaged in the following functions shall be 70 hours per fortnight worked on nine weekdays in any two week cycle:

Administration;

Engineering (Professional and Trainees);

Executive Band;

Finance;

- 18.1.3.4 Management will, with employee input, arrange rosters ensuring Council and employees derive maximum benefit from rostered days off; and avoid conflicts between rostered days and public holidays. In order to meet anticipated customer

service commitments and minimum staffing levels, rostered days may not be for all employees on Mondays or Fridays; there may be mutually acceptable arrangements with individual employees for an alternative day off during a particular period.

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

18.2 Water treatment plant work

18.2.1 Pre-arranged and emergent work (All Plants)

The following provisions shall apply to employees whether usually engaged on a "shift work" or "normal hours" basis who undertake pre-arranged overtime duties. An employee undertaking pre-arranged duties at a Plant on Saturdays, Sundays and/or Award Holidays, together with incidental emergent duties outside working hours throughout the week, will be paid the amount in the Annexure to this Award, with payment being inclusive for the first four hours of overtime work performed during each week. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.

18.2.2 Normal overtime penalty rates will accrue after four hours of work performed in any such week.

18.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted accrue one day additional annual leave.

18.2.4 The requirement of this Clause to undertake incidental emergent duties is not a requirement to be available for "on call" duties pursuant to Clause 19.2 of this Award; and the provisions of 19.2.6 are specifically excluded under this Clause.

18.2.5 If Council requires an employee to work concurrently under both the provisions of this Clause and the "on call" Clause (19.2), all time worked on, and conditions stipulated for, each set of duties shall stand separately and be paid separately and cumulatively.

18.3 Shift work (Water Treatment Plant Operators)

18.3.1 Shift workers are required to work a five plus four day, two shift system, spread over nine weekdays and, except as provided hereunder, generally in accordance with the provisions of Clause 18.1 (General).

18.3.2 The ordinary working hours of such employees shall not exceed 76 hours in any 14 consecutive days.

18.3.3 A shift allowance of 20% of the ordinary daily rate of pay shall be paid to shift workers provided for in this subclause for work on any shift which starts or finishes outside the times of 7:00 am and 5:00 pm.

18.3.4 The method of working shifts may in any case be varied by agreement between Council and the affected employee(s) to meet the circumstances of the establishment. The times of commencing and finishing shifts may be varied by agreement between Council and such

employees to meet the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by Council to the affected employee(s).

18.3.5 In agreement with their Supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed, provided there is no disruption to normal Plant operations.

18.3.6 The shift roster is to commence on a weekday for a seven day period, of which the ordinary weekdays will be worked on a shift work basis and weekend days (and any public holidays) shall be worked and paid for in accordance with subclause 18.2.1.2. Employees will continue to rotate duties between "operation" and "maintenance" each alternate week.

18.3.7 Meal times

18.3.7.1 Shift workers shall be allowed, in each ordinary working shift, a meal crib of twenty minutes, which shall be treated as part of the shift and paid accordingly.

18.3.8 Overtime meal breaks

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

18.4 Shift work

18.4.1 Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.

18.4.2 Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.

19. Overtime

19.1 General

19.1.1 It is a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Council.

19.1.2 Except to the extent that, either under or prior to the making of this Award, a supplementary or annualised payment has been incorporated into the ordinary pay of individual employees, overtime shall be worked and paid for in accordance with this Award.

19.1.3 Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

19.1.4 Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.

19.1.5 Overtime worked on Sunday shall be paid for at the rate of double time.

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

19.1.13 If at the time of an employee taking personal leave, any accrued time in lieu of overtime shall be taken as leave as a preference to annual or long service leave. Goldenfields Water may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:

- i. Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,
- ii. A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. Goldenfields Water shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid in accordance with the Award.

19.2 On call

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

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

19.2.2 An employee required to be On Call will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being inclusive of payment for the first two hours of call out work performed during each rostered period. These two hours shall be calculated on an hour-for-hour basis inclusive of Saturday, Sunday and Award Holidays.

19.2.3 Normal overtime penalty rates will accrue after two hours of work performed during the On Call period.

19.2.4 For each Award Holiday on which an employee is On Call, the employee shall be granted one day additional annual leave.

19.2.5 When an On Call officer has performed duties, a minimum rest period of ten hours will be provided following the completion of the last activity and prior to the resumption of normal work.

19.2.6 An On Call employee must be able to be contacted and 'commence duty' in response to a call-out within 15 minutes. 'Commence duty' shall mean that the employee is in the work vehicle on their way to the relevant job site.

19.3 Call Back

19.3.1 An employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.

19.3.2 Any employee who is called back to work as defined in subclause 19.3.1 shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Subsequent call backs occurring within a four hour period of a call back shall not attract any

additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

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

19.4 Duty Officer

19.4.1 An employee is "Duty Officer" if Council requires the employee to be available, outside the employee's usual ordinary hours, as the principal contact for water supply matters and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The duty period will commence on a weekday for a seven day period. It is intended that no employee will participate in a duty roster for any more than two weeks in any ten week period. In unusual circumstances employees may be required to undertake additional Duty Officer periods which are not to exceed five weeks in any ten week period.

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

19.4.3 A Duty Officer must be able to be contacted at all times while on roster.

19.4.4 An employee required to perform the role of Duty Officer will be paid the amount set out in the Annexure to this Award each rostered week which is in lieu of:

19.4.4.1 Any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and

19.4.4.2 Any claim for payment for work performed, outside the employee's usual ordinary hours of work, in their capacity of Duty Officer.

19.4.5 For each Award Holiday on which an employee is Duty Officer, the employee shall be granted one day additional annual leave.

19.4.6 Employees performing Duty Officer work shall be entitled to all other allowances prescribed by this Award, where applicable.

19.4.7 When a Duty Officer has performed substantial evening or overnight duties totalling more than two hours between 11.00pm and 4.00am a minimum rest period of ten hours will be provided following the completion of said duties and prior to the resumption of normal work.

19.5 Duty Officer - "Second Call"

19.5.1 In order to assist in the provision of after hours responses at peak times, Council may require any employee to be available to assist the Rostered Duty Officer in the event of demand exceeding the Rostered Duty Officer's capacity to deal with same. An employee required to undertake such duties will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being subject to all of the relevant provisions of subclause 19.4 above; with the exception of paragraph 19.4.5.

19.5.2 The rostering of employees to undertake "second call" duties will be arranged by Council at the same time and in the same manner as applies to all other arrangements for rostering of "on call", "duty officer" and "rostered days off".

20. Holidays

- 20.1 These Public Holidays Shall be Observed: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the Council's area, and all special days proclaimed as holidays to be observed throughout the whole of the state of NSW. It is, however, agreed that locally proclaimed holidays shall only apply to Employees whose permanent place of work is within the general purpose Council area of such local proclamation.
- 20.2 In addition to the days provided for in clause 20.1 employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide Council with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause.
- 20.3 Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- 20.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 20.5 All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours' work.
- 20.6 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- 20.7 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between Council and the employee.

21. Union Picnic Day

- 21.1 Union Picnic Day shall for the purposes of this Award be regarded as a holiday for permanent employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between Council and the union(s). Permanent employees who are not rostered on the day deemed as a Union Picnic day will have an alternate day allocated as agreed by the employee.
- 21.2 The union(s) shall advise Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day. Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- 21.3 Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.
- 21.4 Where Council approves or grants non-financial members of the union(s) an additional day in excess of current entitlements of those employees, financial members of the union(s) will be granted an additional day off.
- 21.5 Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.

22. Leave Provisions

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

22.1 Sick leave

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

- 22.1.1.1 Council shall be satisfied that the sickness is such that it justifies the time off; and
- 22.1.1.2 Council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
- 22.1.1.3 proof of illness to justify payment shall be required after 4 separate periods of absence in each service year or where an absence exceeds 3 concurrent working days; and
- 22.1.1.4 When requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
- 22.1.1.5 Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- 22.1.1.6 Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority or statutory declaration.
- 22.1.1.7 The council may require employees to attend a doctor nominated by council at council's cost.
- 22.1.1.8 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- 22.1.1.9 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with Council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- 22.1.1.10 Where an employee has had 10 years' service with the Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- 22.1.1.11 Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.

22.1.2 An employee shall, wherever possible, notify their supervisor, within one hour of the employee's usual starting time, of the employee's inability to attend on account of illness or injury and advise the employer of the estimated duration of their absence.

22.1.3 Illness During Annual and Long Service Leave

If an employee becomes sick or is injured for a period of at least seven consecutive days whilst on annual or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, then the employee's leave balances will be adjusted by:

- 22.1.3.1 Re-crediting the number of annual or long service leave days shown in the medical evidence, and
- 22.1.3.2 Debiting the employee's sick leave balance by the corresponding number of days.

22.2 Carers Leave

22.2.1 Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.2.7.2 below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20.1, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

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

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

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

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

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

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

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

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

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

- 22.2.7.2 The person concerned being:
- 22.2.7.2.1 A spouse of the employee; or
 - 22.2.7.2.2 A de facto spouse and/or same sex partner, who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married
 - 22.2.7.2.3 A child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - 22.2.7.2.4 A relative of the employee who is a member of the same household, where for the purposes of this Clause:
 - 22.2.7.2.4.1 'Relative' means a person related by blood, marriage or affinity;
 - 22.2.7.2.4.2 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 22.2.7.2.4.3 'Household' means a family group living in the same domestic dwelling.
- 22.2.7.3 An employee may with Council approval, take unpaid leave to provide care and support to a class of person set out in subclause 22.2.7.2 above who is ill or who requires care due to an unexpected emergency.
- 22.2.7.4 An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 22.2.8 Carer's Entitlement for Casual Employees
- 22.2.8.1 Subject to the evidentiary and notice requirements in subclauses 22.2.6 and 22.2.9 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 22.2.7.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - 22.2.8.2 Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - 22.2.8.3 Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

22.2.9 Time off in Lieu of Payment for Overtime

An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 19 of this Award for

the purpose of providing care and support for a person in accordance with subparagraph 22.2.7.2 above.

22.2.10 Make-up time

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

22.2.11 Annual Leave and Leave Without Pay

An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above. Such leave shall be taken in accordance with subclause 22.3, Annual Leave and subclause 22.13, Leave Without Pay of this Award.

22.3 Annual Leave

22.3.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee each year. Annual leave shall accumulate on a pro-rata basis. Except as provided for in paragraph 22.3.2 of this clause, annual leave shall be taken on its due date or as soon as is mutually convenient for the Council and the employee.

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

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

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

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

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

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

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

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

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

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

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

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

22.3.5 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

22.4 Long service leave

22.4.1 Rate of Accrual

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

22.4.1.1 On completion of five years service, 6.5 weeks

22.4.1.2 On completion of ten years service, a further 6.5 weeks

22.4.1.3 After completion of each of the eleventh to fifteenth years, 1.7 weeks per year

22.4.1.4 After completion of each subsequent year, 2.7 weeks per year

22.4.2 Termination of Service

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

22.4.3 Continuous Service

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

22.4.3.1 All approved paid leave

22.4.3.2 Subject also to subclauses 22.4.2, previous employment with Great Southern Energy, Northern Riverina County Council or Department of Public Works and Services which was terminated by compulsory transfer to Council on or after July 01, 1997.

22.4.3.3 Employment as a part-time employee

22.4.3.4 For the purpose of calculating long service leave entitlement in accordance with subclause 22.4.1 all prior continuous service with any other Government Department or Local Government Body employer within New South Wales shall

- be deemed to be service with the employer by which the employee is currently employed.
- 22.4.3.5 Continuity of service shall be deemed not to have been broken by transfer or change of employment from one employer to another provided the period between cessation of service with one employer and appointment to the service of another employer does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one employer and appointment to the service of another employer.
- 22.4.3.6 For the purpose of this clause, service shall include the following periods:
- 22.4.3.6.1 Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.
- 22.4.3.6.2 In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.
- 22.4.3.6.3 Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
- 22.4.3.7 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
- 22.4.3.8 When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the employer(s). A statement showing all prior continuous service with the employer(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the employer's Long Service Leave Record.
- 22.4.3.9 The employer which has received under subparagraph 22.4.3.8 a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s) shall if the employee subsequently leaves the service of that employing employer to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing employer (s) the amount paid.
- 22.4.3.10 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 20, Holidays of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
- 22.4.3.11 When the service of an employee is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.

22.4.3.12 Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is reemployed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause

22.4.4 For those employees whose continuous service, as defined at subclause 22.4.3, is comprised of a combination of service with Great Southern Energy, or Northern Riverina County Council, or the Department of Public Works and Services; and Council, Council shall credit each employee long service leave on ordinary pay as follows:

22.4.4.1 For that period of service with Great Southern Energy, Northern Riverina County Council or the Department of Public Works and Services; at the amount of leave accrual prescribed within the relevant Award or Industrial Instrument governing the employee's long service leave entitlements during that period of service, and

22.4.4.2 For that period of service with Council; at the amount of leave prescribed at subclause 22.4.1 of this Award.

22.4.5 Full Pay, Half Pay, Double Pay

An employee who is entitled to long service leave may, with the consent of Council, take long service leave:

22.4.5.1 On full pay; or

22.4.5.2 On half pay; or

22.4.5.3 On double pay.

22.4.6 When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

22.4.6.1 A period of leave on full pay - the number of days so taken; or

22.4.6.2 A period of leave on half pay -half the number of days so taken; or

22.4.6.3 A period of leave on double pay - twice the number of days so taken.

22.4.7 When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

22.4.7.1 A period of leave on full pay - the number of days so taken; or

22.4.7.2 A period of leave on half pay -half the number of days so taken; or

22.4.7.3 A period of leave on double pay -the number of days so taken.

22.4.8 Employees that take long service leave at half or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation.

22.5 Parental Leave (General)

Relationship with federal legislation - subclauses 22.5, 22.6, 22.7, and 22.9 of this Award shall apply in addition to:

22.5.1 Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); as amended from time to time.

22.5.2 The *Paid Parental Leave Act 2010* (Cth).

22.6 Requests for flexible work arrangements

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

22.7 Paid Parental Leave

22.7.1 Definitions - in this clause:

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

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

22.7.2 Eligibility

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

22.7.3 Entitlement to parental leave make-up pay

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

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

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

22.7.4 Employee's right to choose

22.7.4.1 Employees who have had 12 months continuous service immediately prior to the commencement of primary carer leave or special primary carer leave, may elect to receive paid primary carer leave and / or paid special primary carer leave in accordance with the provisions set out in clauses 22.8 in lieu of the entitlement to parental leave make-up pay under this award.

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

22.8 Paid Primary Carer Leave and Paid Special Primary Carer Leave

- 22.8.1 In accordance with paragraph 22.7.4, Employee's right to choose, eligible employees may elect to receive paid primary carer leave or paid special primary carer leave in lieu of make-up pay.
- 22.8.2 Paid primary carer leave shall mean leave taken by an employee in connection with the pregnancy or the birth of a child of the employee who is the primary carer of that child. A primary carer is the parent (male or female) with the responsibility to provide primary care to the child during normal business hours or during the absence of their partner. The person who is the primary caregiver, must hold such responsibilities from the birth of the child. The responsibilities of the primary caregiver are not transferrable from partner to partner. One parent only shall be deemed the primary caregiver. Paid primary carer leave consists of an unbroken period of leave.
- 22.8.3 Paid special primary carer leave shall mean leave taken by a female employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid primary carer leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- 22.8.4 An employee shall be entitled to a total of 9 weeks paid primary carer leave or special primary carer leave on full pay; or 18 weeks paid primary carer leave or special primary carer leave on half pay; or paid primary carer leave or special primary carer leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- 22.8.5 The employee may choose to commence paid primary carer leave before the expected date of the birth.
- 22.8.6 Annual leave, long service leave, unpaid primary carer leave and any accumulated time in lieu may be taken in conjunction with paid primary carer leave and special primary carer leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.
- 22.8.7 Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- 22.8.8 The period of paid primary carer leave and special primary carer leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- 22.8.9 Paid primary carer leave may not be extended beyond the first anniversary of the child's birth.
- 22.8.10 Payment for paid primary carer leave and special primary carer leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid primary carer leave or special primary carer leave.
- 22.8.11 Paid primary carer leave and paid special primary carer leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid primary carer leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- 22.8.12 Notice of intention to take paid primary carer leave

22.8.12.1 The employee must: provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice. The employee must also advise council in writing of their intention to take paid primary carer leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.

22.8.12.2 The employee must provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid primary carer leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

22.8.13 The employee will not engage in any other form of paid work during the period of paid primary carer leave without the approval of the General Manager.

22.9 Concurrent Parental Leave

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

22.10 Adoption Leave

22.9.1 Eligibility

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

22.9.2 Pre-adoption Leave

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

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

22.9.2.3 Single continuous period of up to 2 days; or

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

22.9.3 Adoption Leave

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

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

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

22.11 Other paid leave

22.11.1 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the

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

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

22.11.2 Union Training Leave

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

22.11.3 Union Conference Leave

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

22.12 Bereavement leave

22.12.1 Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:

22.12.1.1 Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or

22.12.1.2 Up to two days paid bereavement leave upon the death of a member of the employee's extended family;

22.12.2 For the purposes of this clause, immediate family shall mean the following:

22.12.2.1 a spouse or de facto partner of the employee;

22.12.2.2 a child of the employee;

22.12.2.3 a parent of the employee;

22.12.2.4 a sibling of the employee;

22.12.2.5 a grandchild of the employee;

22.12.2.6 a child of the spouse or de facto partner of the employee;

22.12.2.7 a parent of the spouse or de facto partner of the employee;

22.12.2.8 a sibling of the spouse or de facto partner of the employee; or

22.12.2.9 a grandchild of the spouse or de facto partner of the employee; or

22.12.2.10 a member of the employee's extended family living in the same domestic dwelling as the employee.

22.12.3 For the purposes of this clause, extended family shall mean the following:

22.12.3.1 a niece of the employee;

22.12.3.2 a nephew of the employee;

22.12.3.3 an uncle of the employee;

22.12.3.4 an aunt of the employee;

22.12.3.5 a grandparent of the employee;

22.12.3.6 a grandparent of the spouse or de facto partner of the employee;

- 22.12.3.7 the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- 22.12.4 The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- 22.12.5 Bereavement Entitlements for Casual Employees
- 22.12.5.1 Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in clauses 22.11.1 to 22.11.4.
- 22.12.5.2 The casual employee is not entitled to any payment for the period of non-attendance.
- 22.12.5.3 The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.
- 22.13 Emergency service leave
- 22.13.1 Council will release employees who are registered members of New South Wales Emergency Service Organisations to participate in declared emergency events without loss of ordinary pay or entitlements subject to such release not jeopardising Council's ability to maintain its core services.
- 22.13.2 The releasing of such employees shall be subject to the following:
- 22.13.2.1 The release of the employee from duty, either by the appropriate supervisor or, when such supervisor cannot be contacted, the rostered Duty Officer.
- 22.13.2.2 The subsequent submission of appropriate certification duly signed by an authorised officer of the emergency organisation detailing particulars of the employee's participation in the event.
- 22.14 Leave without pay
- 22.14.1 Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- 22.14.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.
- 22.14 Domestic / Family Violence leave
- 22.14.1 An employee experiencing family and domestic violence is entitled to ten (10) days per calendar year (not cumulative) of paid family and domestic violence leave for the purpose of:
- (i) Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) Relocation or making other safety arrangements; or
 - (iii) Other activities associated with the experience of family and domestic violence. The employee shall give the employer notice as soon as reasonably practicable of their request to take leave under this clause.

- 22.14.2 The employee shall provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include documents issued by the police service, a court, a health professional, a family violence support service, a lawyer, or where such documents are not available a signed statutory declaration can be provided.
- 22.14.3 Where this entitlement is exhausted, the General Manager may, at their discretion, provide additional paid or unpaid leave.

23. Flexibility for Work and Family Responsibilities

- 23.1 Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- 23.2 Flexible work and leave arrangements include but are not limited to:
- 23.2.1 Make up time;
 - 23.2.2 Flexi time;
 - 23.2.3 Time in lieu;
 - 23.2.4 Leave without pay;
 - 23.2.5 Annual leave;
 - 23.2.6 Part-time work;
 - 23.2.7 Job share arrangements;
 - 23.2.8 Variations to ordinary hours and rosters;
 - 23.2.9 Purchased additional annual leave arrangements; and arrangements to accommodate breastfeeding women.
- 23.3 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

24. Phased Retirement

- 24.1 In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- 24.2 Examples of flexible work and leave arrangements include:
- 24.2.1 Part-time work;
 - 24.2.2 Flexi time;
 - 24.2.3 Leave without pay;
 - 24.2.4 Job sharing arrangements;
 - 24.2.5 Variations to ordinary hours and rosters;
 - 24.2.6 Job redesign; and

24.2.7 Purchased additional annual leave arrangements.

- 24.3 The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either Council or the employee.

25. Part-Time Employment

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

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

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

25.2.2 The nature of the work to be performed.

25.2.3 The rate of pay as paid in accordance with this Award

- 25.3 The conditions may also stipulate the period of part-time employment.

- 25.4 The conditions may be varied by consent between the employer and the employee.

- 25.5 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.

- 25.6 Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.

- 25.7 In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.

- 25.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award, the provisions of Clause 19, Overtime, shall apply.

- 25.9 Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

- 25.10 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.

- 25.11 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

26. Casual Employment

- 26.1 A casual employee shall mean an employee engaged on a day to day basis.

- 26.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 18, Hours of Work.

- 26.3 Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by paragraph 19.1.3 of the Award. The penalties are calculated on the ordinary hourly rate.

- 26.4 Casual employees who work outside the relevant spread of hours identified at clause 18.1.3 are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 26.5 Subject to paragraph 18.1.3, a casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in paragraph 18.1.3.
- 26.6 In addition to the amounts prescribed by subclause 26.2 of this clause, a twenty-five per cent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed in subclause 22.7, Casual loading is not payable on overtime.
- 26.7 Casual employees engaged on a regular and systematic basis shall:
- 26.7.1 Have access to annual assessment under council's salary system.
- 26.7.2 Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 26.8 A casual employee shall not replace an employee of Council on a permanent basis.
- 26.9 Carer's entitlements shall be available for casual employees as set out in paragraph 22.2.8.
- 26.10 Bereavement entitlements shall be available for casual employees as set out in paragraph 22.12.5, except that the provisions will be extended to benefit same sex partners.

27. Job Share Employment

- 27.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 27.2 Job sharing shall be entered into by agreement between Council and the employees concerned.
- 27.3 Such agreement shall be referred to the consultative committee for information.
- 27.4 Council and the job sharers shall agree on the allocation of work between job sharers.
- 27.5 The ordinary hours of work of the position shall be fixed in accordance with Clause 18, Hours of Work of this Award.
- 27.6 The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 27.7 In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- 27.8 In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 27.9 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award the provisions of Clause 19, Overtime, shall apply.
- 27.10 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.

- 27.11 Job sharers shall have access to all provisions of this Award including training and development.
- 27.12 Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 27.13 An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 27.14 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 27.15 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- 27.16 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Council.

28. Junior and Trainee Employment

28.1 General

28.1.1 The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.

28.1.2 Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

28.2 Junior employment

28.2.1 The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).

28.2.2 A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

28.2.3 Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

28.3 Trainee employment and apprenticeships

28.3.1 The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.

28.3.2 An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

28.3.3 Progression along the scale is not automatic but, is subject to successful completion of appropriate training modules and satisfactory service.

28.3.4 Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.

28.3.5 In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:

28.3.5.1 The term of the apprenticeship;

28.3.5.2 The course of studies to be undertaken by the apprentice;

28.3.5.3 The course of on the job training to be undertaken by the apprentice.

28.4 School based apprentices

- 28.4.1 The object of sub-clause 28.4. of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant *Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001*.
- 28.4.2 The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 in accordance with Clause 18, Hours of Work.
- 28.4.3 For the purpose of subclause (28.4.2), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- 28.4.4 School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- 28.4.5 Except as provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

28.5 Government funded traineeships

- 28.5.1 The objective of sub-clause 28.5 of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
- 28.5.2 The system is neither designed nor intended for those who are already trained and job ready.
- 28.5.3 Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- 28.5.4 Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
- 28.5.5 This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.
- 28.5.6 A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- 28.5.7 The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- 28.5.8 The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 28.5.9 Training shall be directed at:
- 28.5.9.1 The achievement of key competencies required for successful participation in the workplace and / or

- 28.5.9.2 The achievement of competencies required for successful participation in an industry.
- 28.5.10 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- 28.5.11 Subclause 28.5 of this clause does not apply to apprentices.
- 28.5.12 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the Council was bound by this Award.
- 28.5.13 Trainees shall not displace existing employees from employment.
- 28.5.14 Trainees shall only be engaged in addition to existing staff positions and employment levels.
- 28.5.15 The provisions of subclause (28.5.14) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1 / Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at a council.
- 28.5.16 A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- 28.5.17 Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- 28.5.18 Where Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- 28.5.19 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- 28.5.20 The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- 28.5.21 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this Award or any other legislative entitlements.
- 28.5.22 Wages
- 28.5.22.1 The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.

- 28.5.22.2 The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

29. Training and Development

- 29.1 The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
- 29.1.1 Developing a more highly skilled and flexible workforce
- 29.1.2 Providing employees with opportunities through appropriate education and training to acquire additional skills and
- 29.1.3 Removing barriers to the utilisation of skills in accordance with councils' training plans.
- 29.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:
- 29.2.1 Be consistent with Council's training plan
- 29.2.2 Enable employees to acquire the range of skills they are required to apply in their positions
- 29.2.3 Enhance employees' opportunities for mobility through councils' organisation structures, through participation in Councils' training plans.
- 29.3 Training Plan and Budget
- 29.3.1 Council shall develop a training plan and budget consistent with:
- 29.3.1.1 The current and future skill requirements of Council.
- 29.3.1.2 The size, structure and nature of the operations of Council.
- 29.3.1.3 The need to develop vocational skills relevant to Council and the Local Government industry.
- 29.3.2 In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
- 29.3.3 The training plan shall be designed in consultation with the consultative committee.
- 29.3.4 The training plan shall provide for the assessment and recognition of employee's current competencies where possible.
- 29.3.5 Selection of participants to receive Council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- 29.4 If an employee is required by council to undertake training in accordance with Council's training plan:
- 29.4.1 Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
- 29.4.2 Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;

- 29.4.3 Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
- 29.4.4 Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
- 29.4.5 Reasonable travel arrangements shall be agreed; and
- 29.4.6 Where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- 29.5 Council may grant an employee undertaking a course consistent with Council's training plan, although not Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- 29.6 Development of a Competency Based Training System
- 29.6.1 The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- 29.6.2 The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- 29.6.2.1 That competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
- 29.6.2.2 That competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
- 29.6.2.3 That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
- 29.6.2.4 That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.
- 29.7 Continuing Professional Development
- 29.7.1 Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
- (i) 10 hours per annum, or
- (ii) in accordance with legislated CPD requirements, whichever is the greater.
- Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.

29.8 Professional Accreditation Schemes

29.8.1 Where a Goldenfields Water employee is required to hold or participate in an accreditation or registration scheme specific to their profession, Goldenfields Water shall:

- i. Pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and;
- ii. Grant leave, without loss of pay, to attend course requirements.

30. Consultative Committees

30.1 Aim

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

30.1.1 Provide a forum for consultation between Council and its employees;

30.1.2 Positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

30.2 Size and composition

30.2.1 The size and composition of the consultative committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions which are parties to this Award, and such agreement shall not be unreasonably withheld.

30.2.2 The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at Council.

30.2.3 Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

30.3 Scope of consultative committees

30.3.1 The functions of the consultative committee shall include, but is not limited to:

- 30.3.1.1 Award implementation
- 30.3.1.2 Training
- 30.3.1.3 Consultation with regard to organisation restructure
- 30.3.1.4 Job redesign
- 30.3.1.5 Salary systems
- 30.3.1.6 Communication and education mechanisms
- 30.3.1.7 Performance management systems
- 30.3.1.8 Changes to variable working hours arrangements for new or vacant positions
- 30.3.1.9 Local government reform

30.3.1.10 Proposed variations to leaseback vehicle arrangements.

30.3.2 The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 32 Grievance and Disputes Procedures.

30.4 Meetings and support services

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

30.4.2 The consultative committee shall meet as required

30.5 Employee nominations

Employees shall nominate employee representatives on the Consultative Committee.

30.6 Appointment and promotion

30.6.1 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:

30.6.1.1 Request in writing the reasons as to why they were not appointed; and

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

31. Term Contracts

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

31.1.1 For the life of a specific task or project that has a definable work activity, or

31.1.2 To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or

31.1.3 To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or

31.1.4 To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or

31.1.5 To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or

31.1.6 To trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or

31.1.7 To perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;

31.1.8 To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).

32. Grievance and Dispute Procedures

32.1 Right to representation

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

32.2 Delegate access to management

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

32.3 Procedure

A grievance or dispute shall be dealt with as follows:

32.3.1 The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.

32.3.2 A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.

32.3.3 If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.

32.3.4 If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.

32.3.5 Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.

32.4 Industrial Registrar

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

32.5 Status Quo during negotiation

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

32.6 Role of IRC

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

33. Disciplinary Procedures

33.1 Employee's Rights

Notwithstanding the procedures below, an employee shall:

33.1.1 Have access to their personal files and may take notes and/or obtain copies of the contents of the file.

33.1.2 Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.

33.1.3 Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.

33.1.4 Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.

33.1.5 Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

33.2 Employer's rights and obligations

Notwithstanding the procedures contained below, Council shall:

33.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:

33.2.1.1 Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.

33.2.1.2 If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.

33.2.1.3 The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.

33.2.1.4 Council shall not unreasonably refuse an application for paid leave under this provision.

33.2.1.5 By agreement an employee may be transferred to another position or place of work.

33.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.

33.2.3 Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.

33.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 36, Termination of Employment of this Award.

33.2.5 Be entitled to request the presence of a union representative at any stage.

33.3 Procedures

33.3.1 Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.

33.3.2 Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

33.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

33.3.4 If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

33.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

33.3.6 All formal warnings shall be in writing.

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

33.4 Penalties

After complying with the requirements above, Council may:

33.4.1 Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.

33.4.2 Suspend an employee without pay from work for a specified period of time.

33.4.3 Terminate the employment of the employee.

34. Work Health and Safety

34.1 Statement of Intent

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

34.1.1 Promote the safety and welfare of workers and other people in the workplace;

34.1.2 Eliminate unsafe work practices;

34.1.3 Proactively consult with workers regarding decisions that affect their health, safety and welfare;
and

34.1.4 Ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act* 2011 (NSW), *Work Health and Safety Regulation* 2011 (NSW) and associated codes of practice.

34.1.5 Further information and resources are available from the following organisations:

34.1.6 Safe Work Australia: www.safeworkaustralia.gov.au.

34.2 Accommodation and shelter

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

34.3 Provision of equipment and uniforms

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

34.4 Inclement weather

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

34.5 Specific provisions

34.5.1 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.

34.5.2 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.

34.5.3 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.

34.5.4 The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.

34.5.5 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.

34.5.6 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.

34.5.7 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.

34.5.8 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.

34.5.9 In the case of extreme and unusual weather conditions which could be assessed as hazardous council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

34.6 Labour Hire and Contract Businesses

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

34.6.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to Council for the purpose of such staff performing work or services for that other council.

34.6.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a Council to provide a specified

service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that Council's own employees.

- 34.6.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on Council's premises, Council shall do the following (either directly, or through the agency of the labour hire or contract business):
- 34.6.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - 34.6.2.2 Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - 34.6.2.3 Provide employees of the labour hire business and/ with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - 34.6.2.4 Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 34.6.3 Nothing is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 34.6.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.
- 34.6.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

35. Health and Wellbeing

- 35.1 The parties to the Award recognise that health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.
- 35.2 Council commits to fund the action items as set out in the Health and Wellbeing Strategy. The strategy shall remain up to date and be reviewed in consultation with employees and unions. The Strategy shall continue to include Council's ongoing commitment to employee's health and wellbeing.

36. Termination of Employment

- 36.1 An employee in Operational Band 1 or the Administrative/Technical Trades Band shall give to council 2 weeks' notice of their intention to terminate their employment.
- 36.2 The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of an employer in subclause (36.5) of this clause.
- If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.
- 36.3 Council and an employee may agree to a shorter period of notice for the purpose of this subclause.

- 36.4 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (36.5) shall not apply.
- 36.5 Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

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

- 36.6 The provision of this clause shall be read subject to the provisions of Clause 37, Workplace Change and Redundancy, of this Award.

37. Workplace Change and Redundancy

37.1 Council's Duty to Notify

37.1.1 Where Council (the General Manager) has made a decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

37.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

37.2 Council's Duty to Discuss Change

37.2.1 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraphs 37.1.1 and 37.1.2 of this subclause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.

37.2.2 The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in paragraph 37.1.1 and 37.1.2 of this subclause.

37.2.3 For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

37.3 Discussion Before Termination

37.3.1 Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to paragraph 37.1.1 and 37.1.2 of this subclause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.

37.3.2 The discussion shall take place as soon as it is practicable after the Council has made a definite decision which shall invoke the provision of paragraph 37.3.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the

terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

- 37.3.3 For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

37.4 Notice to Centrelink

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

37.5 Notice of Termination

- 37.5.1 Five weeks' notice to terminate or pay in lieu thereof shall be given.
- 37.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
- 37.5.2.1 Three (3) months' notice of termination or
- 37.5.2.2 Payment in lieu of the notice in subclause 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 37.5.2.3 Notice or payment of notice under this Clause shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

37.6 Redundancy

- 37.6.1 This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- 37.6.2 In addition to any required period of notice, and subject to subclause 37.5 of this Clause, the employee shall be entitled to severance pay as follows:

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

Completed Years Service with Council	Entitlement
Less than one year	Nil
One year and less than two years	Five weeks pay
Two years and less than three years	Nine weeks pay
Three years and less than four years	Thirteen weeks pay
Four years and less than five years	Sixteen weeks pay
Five years and less than six years	Nineteen weeks pay
Six years and less than seven years	Twenty two weeks pay

Seven years and less than eight years	Twenty five weeks pay
Eight years and less than nine years	Twenty eight weeks pay
Nine years and less than ten years	Thirty one weeks pay
Ten years and less than eighteen years	Thirty four weeks pay
Eighteen years and thereafter	Two weeks pay per year of service, no maximum

38. Council Agreements

- 38.1 The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- 38.2 The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
- 38.2.1 The extent of the agreement shall be limited to the Award's Clause 12, Payment of Employees; Clause 15 subclause 15.9, Travelling Clause 18, Hours of Work; Clause 19, Overtime, Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
- 38.2.2 The agreement does not provide less than the entry level rates of pay;
- 38.2.3 The agreement is consistent with the *Industrial Relations Act 1996* (NSW) and current wage fixing principles; and
- 38.2.4 The agreement shall be processed in accordance with subclause 38.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in subclause 38.2.1 above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- 38.3 A Council Agreement shall be processed as follows:
- 38.3.1 The unions shall be notified prior to the commencement of negotiations;
- 38.3.2 The agreement has been genuinely arrived at by negotiation without compulsion;
- 38.3.3 The agreement shall be committed to writing and shall include a date of operation and a date of expiration;
- 38.3.4 The council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
- 38.3.5 Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

39. Savings and Transitional

- 39.1 No net detriment or reduction in ordinary rate of pay

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

Salary system implementation

- 39.1.1 In the instance where the parties to the Award agree that a new Salary Structure or Salary Progression process is required, if the new structure and progressional guidelines have not been implemented and an annual assessment of an employee has not been undertaken by Council, then an employee will be able to progress to the next salary step automatically if the employee has

available steps in their range within the old structure. Once an evaluation is complete and if identified that an employee does not meet the progressional criteria then the appropriate training may be undertaken to meet that skill level. Council will backdate increases that are determined from the implementation of the Salary Structure to either the appropriate date identified for the utilisation of the Skills, or to the commencement of this Award, whichever is appropriate.

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

40. Employee Loyalty/Attendance Bonus

40.1 Qualification

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

40.1.1.1 38 hour employee - 570 hours

40.1.1.2 35 hour employee - 525 hours

40.1.2 An employee, upon reaching the required minimum balance set out in subparagraph 40.1.1.1 or 40.1.1.2 may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement for that year, always ensuring their total bank does not reduce below the required minimum.

40.2 Procedure

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

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

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

PART B

Annexure - TABLE 1 - PAY RATES & ALLOWANCES PER WEEK

Part 1- Pay Rates				Rate per Week (\$) from 1st pay after			
Band	Level			Salary	1-Jul-20	1-Jul-21	1-Jul-22
				S40	3,364.53	3,465.46	3,569.43
				S39	3,250.74	3,348.26	3,448.71
				S38	3,140.81	3,235.03	3,332.09
				S37	3,034.60	3,125.63	3,219.40
				S36	2,931.99	3,019.95	3,110.55
				S35	2,832.84	2,917.83	3,005.36
				S34	2,737.04	2,819.15	2,903.73
				S33	2,644.48	2,723.82	2,805.53
				S32	2,555.18	2,631.84	2,710.79
				S31	2,468.66	2,542.72	2,619.00
				S30	2,385.19	2,456.75	2,530.45
				S29	2,304.88	2,374.03	2,445.25
				S28	2,226.55	2,293.35	2,362.15
3	4			S27	2,151.56	2,216.10	2,282.59

			S26	2,087.75	2,150.38	2,214.89
4		1	S25	2,025.69	2,086.46	2,149.06
			S24	1,959.30	2,018.08	2,078.62
			S23	1,895.89	1,952.77	2,011.35
			S22	1,834.12	1,889.14	1,945.82
3		3	S21	1,774.73	1,827.97	1,882.81
			S20	1,709.42	1,760.70	1,813.52
			S19	1,645.48	1,694.84	1,745.69
			S18	1,583.57	1,631.08	1,680.01
2 & 3	3 & 2		S17	1,524.04	1,569.76	1,616.85
			S16	1,469.91	1,514.01	1,559.43
			S15	1,417.96	1,460.50	1,504.31
			S14	1,368.13	1,409.17	1,451.45
			S13	1,319.92	1,359.52	1,400.31
2 & 3		2 & 1	S12	1,273.29	1,311.48	1,350.83
			S11	1,231.15	1,268.08	1,306.13
			S10	1,189.30	1,224.98	1,261.73
			S9	1,160.94	1,195.77	1,231.65
1	4		S8	1,133.73	1,167.74	1,202.78
2		1	S7	1,121.66	1,155.31	1,189.97
			S6	1,089.48	1,122.17	1,155.83
			S5	1053.82	1085.44	1118.00
1		3	S4	1018.98	1049.55	1081.03
			S3	991.04	1020.77	1051.39
			S2	962.40	991.27	1021.01
1	2		S1	934.74	962.78	991.66
			T10	1161.95	1196.81	1232.72
			T9	1121.66	1155.31	1189.97
			T8	1074.00	1106.22	1139.41
			T7	1026.28	1057.07	1088.78
			T6	980.32	1009.73	1040.02
			T5	911.26	938.60	966.76
			T4 - 18 years of age or over or HSC	795.77	819.64	844.23
			T3 - 17 years of age	680.48	700.89	721.92
			T2 - 16 years of age	578.43	595.78	613.65
			T1 - 15 years of age	463.35	477.25	491.56

PART 2

ALLOWANCES

Arranged & Emergent Work Treatment Plants	\$288.80	\$297.47	\$306.39
On Call - per week	\$492.84	\$507.63	\$522.86
Duty Officer - per week	\$788.44	\$812.10	\$836.46
Duty Officer - "Second Call" - per week	\$61.61	\$63.46	\$65.37
Meal Allowance - per meal	\$27.26	\$28.08	\$28.92
Disability Allowance (cl 15.5.1.1) - per hour	\$0.44	\$0.46	\$0.47
Disability Allowance (cl 15.5.1.2) - per hour	\$0.76	\$0.79	\$0.81
Living Away From Home Allowance - Operational Works	\$50.00	\$50.00	\$50.00
Living Away From Home Allowance - Compulsory Training	\$30.00	\$30.00	\$30.00
First Aid Allowance - per week	\$14.40	\$14.40	\$14.40
Tool Allowance - per week	\$28.95	\$28.95	\$28.95
Clause 15.8 Vehicle Allowance			
Under 2.5 litres	0.70p.km	0.70p.km	0.70p.km
2.5 litres and over	0.80p.km	0.80p.km	0.80p.km

Part 3 Superannuation			
Total Employer Superannuation Contribution	15%	15%	15%

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1933)

SERIAL C9148

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 160601 of 2020)

Before Commissioner Murphy

3 June 2020

VARIATION

1. Insert after subclause 13.20 of clause 13, No Useful Work, of the award published 17 April 2020 (387 I.G. 589) the following new subclauses:

13.21 If, during the prescribed period, an employee is stood down and placed on leave without pay by an employer as a direct or indirect result of the COVID-19 pandemic:

- (a) the service of the employee with the employer is, despite that break, taken to be continuous service, and
- (b) the employee continues to accrue long service leave while stood down without pay.

13.22 Under subclause 13.21 the prescribed period means the period-

- (a) starting on 11 March 2020; and
- (b) ending on:
 - i. 12 September 2020; or
 - ii. a later day, not later than 12 March 2021 if prescribed by a regulation made under the *Long Service Leave Act 1955* (NSW).

13.23 If, during the prescribed period, an employee is stood down and placed on leave without pay by an employer as a direct or indirect result of the COVID-19 pandemic:

- (a) the service of the employee with the employer is, despite that break, taken to be continuous service, and
- (b) the employee continues to accrue annual leave while stood down without pay.

13.24 Under subclause 13.23 the prescribed period means the period-

- (a) starting on 25 March 2020; and
- (b) ending on:
 - i. 26 September 2020; or
 - ii. a later day, not later than 26 March 2021 if prescribed by a regulation made under the *Annual Holidays Act 1944* (NSW)."

2. Delete Schedule A and insert in lieu thereof the following:

SCHEDULE A-EMPLOYERS COVERED BY THIS AWARD

- A.1 The employers listed in Table 1 below are the employers covered by this Award, as provided by clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 13.4 of the Award operates on and from 8 April 2020.
- A.3 For employers listed in Column B of Table 1, subclause 13.4 of the Award operates on and from 20 April 2020.
- A.4 For employers listed in Column C of Table 1, subclause 13.4 of the Award operates on and from 4 May 2020.
- A.5 For employers listed in Column D of Table 1, subclause 13.4 of the Award operates on and from 1 June 2020.

Table 1 - Employers covered by the Award, and operative date of subclause 13.4

Column A (Subclause 13.4 operates on and from 8 April 2020)	Column B (Subclause 13.4 operates on and from 20 April 2020)	Column C (Subclause 13.4 operates on and from 4 May 2020)	Column D (Subclause 13.4 operates on and from 1 June 2020)
Tweed Shire Council	Armidale Regional Council	Carrathool Shire Council	Blaney Shire Council
Lane Cove Municipal Council	Central Coast Council	Goldenfields Water County Council	
Albury City Council	Central Darling Shire	Lismore City Council	
Ballina Shire Council	Edward River Council	Mid-Western Regional Council	
Bathurst Regional Council	Glen Innes Severn Council	New England Tablelands County Council	
Bayside Council	Inverell Shire Council	Orange City Council	
Bega Valley Shire Council	Junee Shire Council		
Bellingen Shire Council	Newcastle Council, City of		
Berrigan Shire Council	Upper Hunter Shire Council		
Blacktown City Council	Upper Lachlan Shire Council		
Bland Shire Council			
Blue Mountains City Council			
Bogan Shire Council			
Bourke Shire Council			
Brewarrina Shire Council			
Burwood Council			
Byron Shire Council			
Cabonne Council			
Camden Council			
Campbelltown City Council			
Canada Bay Council, City of			
Canterbury-Bankstown Council			

Central Tablelands Water County Council			
Cessnock City Council			
Clarence Valley Council			
Cobar Shire Council			
Coffs Harbour City Council			
Coolamon Shire Council			
Coonamble Shire Council			
Cootamundra-Gundagai Regional Council			
Cowra Shire Council			
Cumberland City Council			
Dubbo Regional Council			
Dungog Shire Council			
Fairfield City Council			
Federation Council			
Gilgandra Shire Council			
Greater Hume Shire Council			
Griffith City Council			
Gunnedah Shire Council			
Gwydir Shire Council			
Hawkesbury City Council			
Hay Shire Council			
Hilltops Council			
Hornsby Shire Council			
Hunters Hill Council			
Inner West Council			
Kempsey Shire Council			
Kiama Municipal Council			
Ku-ring-gai Council			
Lachlan Shire Council			
Leeton Shire Council			
Lithgow City Council			
Liverpool City Council			
Liverpool Plains Shire Council			
Lockhart Shire Council			
MidCoast Council			
Moree Plains Shire Council			
Moree Artesian Aquatic Centre			
Mosman Municipal Council			
Murrumbidgee Council			
Muswellbrook Shire Council			
Nambucca Shire Council			
Narrabri Shire Council			
Narrandera Shire Council			
Narromine Shire Council			
North Sydney Council			
Oberon Shire Council			
Parkes Shire Council			

Parramatta Council, City of			
Penrith City Council			
Port Macquarie-Hastings Council			
Port Stephens Council			
Queanbeyan-Palerang Regional Council			
Riverina Water County Council			
Rous County Council			
Ryde Council, City of			
Shellharbour City Council			
Shoalhaven City Council			
Singleton Council			
Snowy Monaro Regional Council			
Snowy Valleys Council			
Sutherland Shire Council			
Sydney Council, City of			
Tamworth Regional Council			
Temora Shire Council			
Tenterfield Shire Council			
The Hills Shire Council			
Uralla Shire Council			
Wagga Wagga City Council			
Walcha Shire Council			
Walgett Shire Council			
Warren Shire Council			
Warrumbungle Shire Council			
Waverley Council			
Weddin Shire Council			
Wentworth Shire Council			
Willoughby City Council			
Wingecarribee Shire Council			
Wollondilly Shire Council			
Woollahra Municipal Council			
Yass Valley Council			

J.V. MURPHY, *Commissioner*

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(1909)

SERIAL C9130

TRANSPORT FOR NEW SOUTH WALES AND SYDNEY METRO SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport for NSW.

(Case No. 200816 of 2019)

Before Chief Commissioner Kite

11 September 2019

AWARD

Arrangement

PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

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PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

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

2. Interpretation

2.1 Definitions

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

Act means *Transport Administration Act 1988*.

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

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

Employee means all persons employed as a member of the Transport Service in the TfNSW Group and the SM Group who are not designated as a Transport Service senior manager or as a Transport Service senior executive as defined in the Act.

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

Employer means the Secretary in accordance with s68C(3) of the Act.

Extended Leave means long service leave as provided by sub clause 22.5.

FACSL means Family and Community Service Leave in accordance with subclause 22.4.

Family Member means:

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

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

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

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

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

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in clause 18.1.

IRC means Industrial Relations Commission of New South Wales.

LWOP means Leave Without Pay.

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

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

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

Part-Time Employee means a person employed on a permanent or temporary basis in accordance with clause 14.8, including an Employee working a job share arrangement.

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

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

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

Secretary means the Secretary of the Department of Transport.

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

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

Shiftworker means an Employee who works rostered shifts.

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

SM Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act 1988* (NSW) as being part of the SM Group.

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

TfNSW Group means the group of staff designated by the Secretary of the Department of Transport on 24 February 2014, previously under clause 32A of the Transport Administration (Staff) Regulation and currently in operation under the *Transport Administration Act 1998* as being part of the TfNSW Group.

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

TMC means the Transport Management Centre.

TOCs means Duty Manager Operations Controllers, Deputy Duty Manager Operations Controllers, Senior Transport Operations Controllers and Transport Operations Controllers in the Operations Unit of the Transport Management Centre.

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

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

3. Title

This Award shall be known as the Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2019.

4. Area, Incidence and Duration

4.1 This Award shall apply to:

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

4.2 This Award comes into effect on 1 July 2019 and will remain in force up to 30 June 2021.

4.3 This Award rescinds and replaces the Transport for New South Wales Salaries and Conditions of Employment Award 2017 published 9 February 2018 (382 I.G. 621) and operates in place of clause 5 of the Transport Service of New South Wales Sydney Metro Agreement 2018 made under s.68(K)(2) of the Act.

4.4 Parties to this Award are:

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

- (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
 - (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA).
- 4.5 An agreement made under s.68D(2) of the Act shall override this Award to the extent of any inconsistency.
- 4.6 The parties will make best endeavours to commence discussions in relation to the next Award six months prior to the nominal expiry date of this Award.

5. Dispute Settlement Procedure (DSP)

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

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

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

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

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

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

- 5.7 All timeframes above are exclusive of weekends and public holidays.
- 5.8 The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.
- 5.9 Safety Issues

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

6. Union Rights

6.1 Union Delegates

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

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

6.2 Union Delegates' access to the Employer's facilities

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

7. Classifications, Salary and Allowances

- 7.1 Employees, other than Professional Engineers, are employed in the classifications set out in Part 1 of Schedule A.
- 7.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 7.3 Employees will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 7.4 Employees will be paid applicable allowances and expenses in accordance with Schedule B of this Award.
- 7.5 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2019;
 - (b) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2020;
 - (c) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) rounded to the nearest 10 cents.

- (d) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via NSW Department of Premier and Cabinet Circulars and Schedule B amended as required.
- 7.6 Where an Employee has completed 12 months service at a level within a classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress one level within the Employee's classification.
- 7.7 Each Employee will be paid fortnightly.
- 7.8 Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.
- 7.9 The transitional arrangements for Employees who join the Transport Service, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C, and who immediately prior to their employment were employed in a public transport agency, as defined in the Act, are set out in Schedule C. The transitional arrangements in Schedule C only apply to Employees who are appointed to a position that is at their equivalent TfNSW grade in Schedule C.
- 7.10 First Aid Allowance

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

8. Consultation and Change

- 8.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 8.2 Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a consultative committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.
- 8.3 The Consultative Committee will also consider strategic workforce planning issues and implementation, including securing a workforce for the future, the role of labour hire in delivering that workforce (subject to subclause 14.2) and the capability requirements for that workforce. Relevant information will be provided to the Unions to facilitate such discussions, such as:
- (a) Divisional organisation structures;
 - (b) Active and budgeted positions 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 labour hire.
- 8.4 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- (a) The Employer will provide relevant information, including but not limited to, that referred to in clause 8.3, about:
 - (i) The proposed change;
 - (ii) Effects on the Employees; and
 - (iii) The rationale for the proposed changes based on business needs.

- (iv) How the changes comply with 14.2 (Preference for Direct Permanent Employment) and 15 (Contractors and Labour Hire) of the Award.
 - (b) The Employer will meet with the affected Employees and their Employee Representative and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
 - (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 8.5 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 14.1.
- 8.6 The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impacts on the working arrangements of Employees.
- 8.7 Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 5.

9. No Extra Claims

- 9.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the IRC or any other industrial tribunal.
- 9.2 The terms of subclause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 are not prohibited by this clause.

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 10.2 All local arrangements negotiated between the Employer and the union parties must:
- a) be approved in writing by the Employer;
 - b) be approved in writing by the union parties to this Award;
 - c) include provisions for the duration, review, and termination of the agreement; and
 - d) be contained in a formal document signed by all parties to this Award.
- 10.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

11. Work Environment

- 11.1 Workplace Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces by:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
 - (b) assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2017* by establishing agreed Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured Employees.
- 11.2 The Employer will allow Employees elected as committee members, reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member.
- 11.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 11.4 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*. The Employer and Employees are required to refrain from, or be party to, any form of harassment in the workplace.

12. Anti-Discrimination

- 12.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 12.2 It follows that in fulfilling their obligations under clause 5, Dispute Settlement Procedure (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.
- 12.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 12.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTES

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

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

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

13. Probationary Period

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

14. Forms of Employment

- 14.1 The Employer recognises the benefit of retaining relevant and valued knowledge, experience and transferable skills for the delivery of high quality value for money services for the NSW travelling public.
- 14.2 It is consistent with this recognition and purpose that the Employer will use direct permanent employment as the preferred and predominant staffing option.
- 14.3 Where a Permanent Employee is appointed to a fixed (or limited) term project role/position, the Employee will retain Permanent Employee status.
- 14.4 The Employer will work with the Employees and their Employee representatives to develop and implement workforce planning solutions under clause 8 of this Award. In developing the workforce planning solutions, the following will be taken into consideration:
- the preference under 14.2 for permanent employment as the predominant staffing option;
 - the benefit to the Employer of maximising the retention of relevant and valued knowledge, experience and transferable skills, including those of Temporary Employees;
 - the need to attract, develop and maintain the engineering capability essential for the delivery of high quality value for money services for NSW;
 - the benefits and impacts on Employees and the Employer of temporary and permanent employment; and
 - other issues as deemed appropriate by the parties.
- 14.5 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No employee will be engaged as a casual employee.

14.6 Full-Time Employment

A Full-Time Employee is an Employee employed to work for thirty five hours per week.

14.7 Part-Time Employment

- (a) A Part-Time Employee shall be engaged to work agreed contract hours per week (for no less than three hours per day) and employed to work fewer ordinary hours than the ordinary hours worked by a Full Time Employee.
- (b) Part-Time work may be undertaken with the agreement of the Employer. Part-Time work may be undertaken in a part-time position or under a part-time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for Part-Time Employees is the same as for Full-Time Employees.
- (d) Part-Time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Additional hours
 - (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in excess of their contract hours.
 - (ii) Subject to 18.13, for the time worked in excess of the Employee's contract hours and up to the normal full-time hours for the classification, part-time Employees shall:
 - (A) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the Employee is entitled to five weeks annual leave, or
 - (B) if working under a Flexible Working Hours scheme under clause 19 of this Award, can elect to be paid as per clause 14.8(e)(ii)(A) or have the time worked credited as flexible working hours.
 - (iii) For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 25 without the need to be working under flexible hours in clause 25.3.

14.8 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to clause 14.2, an engagement of a Temporary Employee may be on either a full-time or part-time basis and in the following circumstances:
 - i. a fixed period of not more than 24 months in the one role (subject to ii to iv following); or
 - ii. for a specified project; or
 - iii. for an entry level program, including for trainees, graduates, scholars, cadets or VET cadets; or
 - iv. to backfill a role temporarily vacated by a Permanent Employee, including for maternity relief, secondments or career breaks.

- (d) A Temporary Employee engaged under clause 14.9(c)(i) will be made permanent after 24 continuous months in the one role. This provision came into effect on 24 July 2019\.
- (e) Where a Temporary Employee has been engaged under clause 14.9 (c)(iv) and the role is subsequently permanently vacated, 14.9(d) shall apply.
- (f) The employer will not seek to terminate a temporary engagement to avoid the provisions of clause 14.9(d).

14.9 The Employer may offer permanent employment to a Temporary Employee after 12 continuous months' employment in a role (the Original Role), subject to the following criteria:

- (a) the Employee was initially employed in the Original Role following an advertised merit process;
- (b) the permanent appointment is to be to a role that is of equivalent grade (unless the Employee agrees to a lower grade) and equivalent capabilities to the Original Role;
- (c) the Employee has demonstrated satisfactory performance in the Original Role under the Employer's performance management system and has demonstrated satisfactory conduct.
- (d) the Employee has the relevant capabilities, skills, qualifications and experience to enable the Employee to perform the duties of the role.

15. Contractors and Labour Hire

- (a) Consistent with subclause 14.2 the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- (b) Whilst the Employer may be required to utilise contractors or labour hire for a variety of reasons, the Employer will not use such labour to undermine the terms and conditions of employees under this Award.
- (c) In considering whether to engage contingent labour, the Employer will consider whether:
 - i. there are any existing Employees who are suitable and available to carry out the work;
 - ii. there is an urgent or pressing need to meet business requirements; or
 - iii. there are specialist skill and/or capability requirements cannot be met from within the agency.
- (d) On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not applying the relevant industrial instrument rates of pay or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will immediately engage with the contractor, sub-contractor or labour hire company to take the necessary action to address the situation. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will take appropriate action which may include termination of the contract

16. Termination of Employment

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

- (a) the Employee has been given, in writing, the period of notice required by this clause;
- (b) the Employee is guilty of serious misconduct; or
- (c) all relevant legislative provisions have been complied with.

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

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

- 16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.
- 16.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in sub clause 16.2 above, or by forfeiting salary in lieu of notice.
- 16.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 16.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 16.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

17. Abandonment of Employment

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

18. Hours of Work

- 18.1 The ordinary hours of work shall be 35 hours per week.
- 18.2 Except as provided for in clause 18.13, clause 20 and Part B of this Award, the ordinary hours shall be worked between 7.00 am and 7.00 pm, Monday to Friday inclusive.
- 18.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 18.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with clause 18.7(a) with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.
- 18.5 The ordinary hours may be standard pursuant to clause 18.7(a) or flexible pursuant to clause 19 and may be worked on a full time or part time basis.
- 18.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

18.7 The following working arrangements apply according to the requirements of the Employer:

- (a) the ordinary hours for an Employee working standard hours will be Monday to Friday, 7 hours, 22 mins per day / 19 days per 4 week period (fixed); or
- (b) flexible working hours (clause 19).

Employees working according to (a) above are excluded from working under the flexible working hours scheme.

18.8 Employees working in accordance with clause 18.7(a) will be entitled to:

- (a) have an accrued day off (ADO) during each four week work cycle; and
- (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.

18.9 Where an Employee working standard hours is directed to work between 7am and 7:30am, or 6pm and 7pm, such hours shall be overtime and managed in accordance with the overtime provisions of this Award.

18.10 Where an Employee working standard hours is directed to work more than 7 hours, 22 minutes in any one day (excluding breaks) the hours in addition to 7 hours, 22 minutes shall be paid as overtime and managed in accordance with the overtime provisions of this Award.

18.11 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.

- (a) A Full-Time Employee, or a Part-Time Employee working more than 4 hours per day, is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (b) A Part-Time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes.
- (c) Employees shall be provided with access to:
 - (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
 - (ii) suitable facilities, such as refrigeration and a sink, where practicable.

18.12 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 19).

18.13 Additional Conditions for Sydney Metro Community Information Centre Staff

- (a) Employees working in the Sydney Metro Community Information Centre may be required to work their ordinary hours of duty:
 - (i) between 8.20 am and 4.20 pm on a Saturday; and
 - (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent

- (b) The 50 per cent loading paid under clause 18.13(a) may be taken as Time off in Lieu (TOIL) by agreement between the Employee and Employer.
- (c) The ordinary hours of duty shall be worked over a two week roster cycle.
- (d) Employees shall not be required to work more than five consecutive days during the roster cycle.
- (e) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

19. Flexible Working Hours

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

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

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

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

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

20. Shift Work

20.1 Introduction of Shift Work

- (a) The Employer may require new positions to be developed and undertaken as designated, regular, rostered ongoing Shift Work positions.
- (b) When the Employer intends to develop and advertise designated, regular, rostered, ongoing Shift Work positions, the Employer will consult with the Unions in accordance with clause 8 to discuss the needs of the business and how Shift Work will assist with that delivery.
- (c) It is agreed the development and addition of Shift Work positions will not result in the involuntary conversion or redundancy of existing roles.

- (d) Where there is a need to utilise a position for shift work other than as prescribed in this clause, the Parties may enter into a Local Arrangement in accordance with clause 10.
- (e) The provisions of this clause do not apply to Employees covered by Part B of this Award.
- (f) At the commencement of this Award, this provision only applies to Group IT Command Centre and the Cargo Movement Coordination Centre, subject to any variations agreed under subclause 20.1(d).
- (g) This clause operates in place of clause 3.2 of the Transport Service of NSW (Port Botany Landslide Improvement Scheme) Agreement 2014.

20.2 The hours of work provisions in clause 18 of this Award operate alongside the specific provisions of this clause and, in the case of inconsistency, the specific provisions of this clause will prevail.

20.3 Definitions

- (a) "Shift work" is work for which ordinary hours includes hours rostered outside the span of ordinary hours as set out in clause 18.2; and
- (b) "Rostered Shift worker" is an employee who is required to work their ordinary hours on a permanent shift work roster.

20.4 Shift Definitions

- (a) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (b) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
- (c) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
- (d) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

20.5 Annualised Allowance

- (a) Following discussions, where the Employer and relevant Employee/s agree in writing, an annualised allowance is payable in lieu of the following elements of the predicted roster for the prospective year:
 - i. Hours of work
 - ii. Shift penalties
 - iii. Shift roster changes
 - iv. Overtime payments
- (b) The terms of the agreement will be set out in writing and include the amount of the allowance, and the basis for its calculation, and the period it will operate for.
- (c) The allowance will not result in the Employee being worse off overall than the Employee would otherwise be under the terms and conditions of the Award.
- (d) If the Employee's roster or pattern of hours of work changes during the period to which the allowance applies, the level of loading may be reviewed in consultation with the Employee - taking into account the payments arising under subclause 20.4(a) - and the rate changed by the Employer to reflect the new circumstances.

- (e) The annualised allowance may be terminated by either the Employer or the Employee, following consultation, by giving at least 4 weeks' notice in advance of the next roster cycle, provided that a minimum total of 8 weeks notice is given.

20.6 Hours of Work

- (a) Ordinary hours of work will be 35 per week, rostered over cycles of up to 8 weeks.
- (b) No Employees will be rostered to work shifts lengths less than 7 hours, 22 minutes (excluding unpaid meal breaks) or greater than 12 hours 10 minutes (including meal breaks)
- (c) Shift lengths will be consistent over the course of a roster.
- (d) Employees will not be required to work more than 4 consecutive 12 hour shifts (including meal breaks) in any 7 day period.
- (e) There will be a minimum of 9 rostered days off in every 4 week period arranged so that a minimum of 4 sets of 2 consecutive roster free days are granted.
- (f) Employees will be rostered off for a minimum of one weekend in every 4 weeks; or 3 weekends off in every 8 week cycle.

20.7 Rest Breaks

- (a) Where an Employee works overtime after their rostered shift, they are entitled to a rest break of at least 10 hours (12 hours for Rail Safety Workers).
- (b) Where an Employee is directed to resume work without having a rest break provided for in clause 20.7(a), they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in clause 20.7(a).
- (c) Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 20.9.
- (d) If moving from an am to a pm shift or vice versa there will be a minimum rostered break of 24 hours.

20.8 Breaks

- (a) Employees shall not be directed to work more than 5 hours from the commencement of a shift without having a minimum 30-minute unpaid meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.
- (b) If employees are directed to work more than 5 hours without a break they will be paid at double the ordinary rate of pay until a break is taken.

20.9 Payment for Shift Work

- (a) Day shift is paid at the ordinary rate of pay.
- (b) Early morning shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (c) Afternoon shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (d) Night shift (on Monday to Friday) is at the ordinary rate of pay plus 15 per cent.
- (e) All ordinary time worked on a Saturday is at the rate of time and one half of the ordinary rate of pay.

- (f) All ordinary time worked on a Sunday is at the rate of double the ordinary rate of pay.
- (g) All ordinary time worked on a Public Holiday is at the rate of double and one half of the ordinary rate of pay. The Employee may elect, prior to working the public holiday, to be paid at the rate of time and one half of the ordinary rate of pay and a day off in lieu to be taken at a date mutually agreed between the employer and the employee within 12 months following the Public Holiday. The day off in lieu will be cashed out if not taken within 12 months of it being accrued.

20.10 Leave Loading and Additional Annual Leave

- (a) Full time Employees will be credited with 5 days' annual leave per annum in addition to the annual leave specified at 22.1(b) of the Award. This leave will accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (b) 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks' ordinary salary.
- (c) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

20.11 Rosters

- (a) Rosters will be developed in accordance with the core rostering principles set out at subclause 20.12 below and will be subject to local level consultation prior to implementation.
- (b) There will a minimum of 11 hours (12 hours for Rail Safety Workers) between rostered shifts.
- (c) Rules for roster development will be developed at the local level with Employees and their representatives and should include provisions for the planning of leave, notification of availability and shift swaps.
- (d) The Employer will consult with affected Employees on the development of, and changes to, the roster.
- (e) Employees will be provided with a minimum of 3 months' notice (inclusive of the period of the roster cycle under development) of their shift arrangements. The parties acknowledge that longer notice - e.g. 6 months - is desirable.
- (f) Employees may mutually agree to exchange shifts subject to approval by management.
- (g) Where notice is given of a change in shift with less than 7 days' notice (but at least 48 hours' notice) any shift so worked will be paid at the rate of the previous shift where it would have attracted a higher shift penalty.
- (h) Where less than 48 hours' notice is given of a change in shift, the shift will be paid at overtime rates.

20.12 Rostering Principles

- (a) All rosters shall be developed and implemented in accordance with the following principles:
 - i. the health and safety of employees;
 - ii. fatigue management obligations;
 - iii. operational and business requirements;

- iv. duty of care obligations;
- v. a fair and equitable distribution of the rostered work between Employees of like classification;
- vi. local level consultation with affected employees;
- vii. patterns of working which assist all employees with work/ life balance considerations; and
- viii. appropriate periods of notice of rosters and changes to shifts.

20.13 Overtime

- (a) Overtime is all time worked in excess of the rostered shift length or the maximum ordinary hours of the roster cycle.
- (b) Payment of overtime will be made at the following rates:
 - i. Any overtime worked between midnight Sunday and midnight Saturday, will be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
 - ii. Any overtime work carried out on Sundays shall be paid for at the rate of double time.
 - iii. Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (c) Overtime is calculated on the Employee's base salary.
- (d) Overtime may be granted as Time in Lieu in accordance with clause 25.9 of the Award.
- (e) Payment for any period of overtime will not be made more than once.

20.14 Minimum payments

- (a) Any Employee who attends for ordinary hours duty in accordance with instructions but is not required - whether the Employee has commenced the shift or not - shall be paid the rostered shift and relevant penalties unless at least 7 days' notice was given to the Employee personally that they were not required for duty.
- (b) If an employee is recalled to duty, clause 25.4 of the Award, except for paragraph (g) of subclause 25.4, applies.

21. Flexible Working Arrangements

- 21.1 Flexible work arrangements may be agreed between the Employer and the Employee.
- 21.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
 - (a) Working from home
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Transition to retirement arrangements
- 21.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.

- 21.4 The Employer will not unreasonably refuse an Employee's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.

22. Leave Provisions

22.1 Annual Leave

- (a) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944*.
- (b) Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- (c) An employee who takes unpaid adoption, maternity or parental leave in accordance with this Award, is entitled to take Annual leave on half pay at the same time.
- (d) Limits on accumulation and direction to take leave:
 - (i) Employees must take at least two weeks of annual leave every 12 months, and this shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
 - (ii) The minimum period of annual leave available to be granted shall be a quarter day.
 - (iii) Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the Employee.
- (e) Subparagraph 22.1(d)(i) will not apply if an Employee has accumulated annual leave for a special purpose approved by the Employer, for example, an overseas holiday.
- (f) Annual leave does not accrue during leave without pay, other than:
 - (i) military leave taken without pay when paid military leave entitlements are exhausted;
 - (ii) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (iii) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - (iv) incapacity for which compensation is authorised under the *Workplace Injury Management and Workers Compensation Act 1998* and *Workers Compensation Act 1987*; or
 - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (g) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (h) Annual leave loading
 - (i) Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
 - (ii) The annual leave loading shall be paid to Employees subject to the following conditions:
 - (A) The full entitlement to the loading on annual leave that an Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in

any year an Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.

- (B) In the event of no such absence occurring by 30 November of the following year, an Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
- (C) On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

22.2 Sick Leave

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

22.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a person identified in paragraph (c) of this clause is ill or requires care due to an unexpected emergency.

- (b) Employees will be entitled to Carer's Leave when:
- (i) their entitlements to Family and Community Service Leave is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in paragraph (c) of this clause.
- (c) Categories of people for which Carer's Leave can be obtained:
- Employees will be entitled to Carer's Leave for the care and support of an ill:
- (i) Family Member;
 - (ii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.
- (d) Other forms of leave and carer's responsibilities
- An Employee may elect, with the Employer's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (e) The Employee shall, if required:
- (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

22.4 Family and Community Service Leave

- (a) Employees will be granted paid Family and Community Service Leave (FACSL) in accordance with this clause.
- (b) FACSL will be granted:
- (i) for reasons related to responsibilities for a Family Member ;
 - (ii) for reasons related to the death of a Family Member or relative;
 - (iii) for reasons related to performance of community service; or
 - (iv) in case of pressing necessity, natural disaster or major transport disruption.
- (c) The maximum amount of FACSL that an Employee will be granted at ordinary rates is:
- (i) two and a half days in the first 12 months of service; or

- (ii) five days in any period of two years after the first 12 months of service; or
 - (iii) one day for each completed year of service, less the total amount of any FACSLS already taken by the Employee, whichever is the greater.
- (d) If available FACSLS is exhausted, on the death of a Family Member or relative, additional paid FACSLS of up to 2 days will be granted on a discrete, per occasion basis to the Employee.

22.5 Extended Leave

(a) General

Extended leave for Employees will accrue and be granted in accordance with section 68Q(2) of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014.

(b) Extended Leave Entitlements

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

22.6 Maternity Leave

(a) General

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

(b) Paid Maternity Leave

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

- (i) fourteen weeks, or

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

22.7 Adoption and Altruistic Surrogacy Leave

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

- (b) Paid Adoption and Altruistic Surrogacy Leave

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

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

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

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

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.
- (e) Specific evidentiary requirements applicable to taking altruistic surrogacy leave:
 - (i) Employees are to notify the Employer at least four months before the expected birth and provide a copy of the pre-conception surrogacy agreement, as provided for under the *Surrogacy Act 2010* (redacted as necessary to protect the privacy of non-employees);
 - (ii) At the time the employee assumes the role of primary carer the employee is to provide a statutory declaration advising that they are now the primary caregiver of the child and intend to make application for a parentage order as required under the *Surrogacy Act 2010*;
 - (iii) A copy of the parentage order application (redacted as necessary) is provided as soon as practicable after it is lodged; and
 - (iv) A copy of the parentage order (redacted as necessary) is provided as soon as practicable after it is granted.

22.8 Parental Leave

- (a) General
 - (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity, adoption or altruistic surrogacy leave to enable parents to share in the responsibility of caring for their young children.
 - (ii) Parental leave may commence at any time up to two years after the date of birth of a child; the date of placement of an adopted child; or the date that the employee assumes the role of primary caregiver of the child born to the Altruistic Surrogate.
 - (iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or altruistic surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in paragraph 22.8(b) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- (d) Paid Parental Leave
- (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
- (A) One week on full pay, or
- (B) Two weeks on half pay.
- (ii) The period of paid leave does not extend the current entitlement of leave in accordance with clause 22.8(a)(i) or (b) but is part of it.
- (e) Taking of Parental Leave
- Employees who take parental leave may reach agreement with the Employer to also take leave:
- (i) part-time over a period not exceeding two years; or
- (ii) partly full-time and partly part-time over a proportionate period of up to two years.

22.9 Annual and extended leave during maternity, adoption, altruistic surrogacy or parental leave

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

22.10 Subsequent maternity, adoption or altruistic surrogacy leave - pay rate

An Employee who commences a subsequent period of maternity, adoption, or altruistic surrogacy leave for another child within 24 months of commencing an initial period of maternity, adoption or altruistic surrogacy 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.

22.11 Alternative Duties

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

22.12 Return to work after Maternity, Adoption, Altruistic Surrogacy or Parental leave

- (a) An Employee who has taken leave in accordance with clauses 22.6, 22.7 or 22.8 may make a request to the Employer to:
- (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full time basis) or 36 months (on a part time basis);

- (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the Employee in reconciling work and parental responsibilities.

- (b) The Employer shall consider a request under sub clause (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) An Employee has the right to his/her former position if she/he has taken leave in accordance with clauses 22.6, 22.7, 22.8 or 22.12(a)(i) or part time work in accordance with clause 22.12(a)(ii) and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (d) If the position occupied by the Employee immediately prior to the taking of leave in accordance with clause 22.6, 22.7, 22.8 or 22.12 (a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position.

22.13 Out of Home Care Leave

- (a) Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- (b) Eligibility for a period of out of home care leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- (c) Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- (d) Out of Home Care leave commences at the date of placement of the child.
- (e) Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis as outlined in clause 22.12(b) above.

22.14 Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Employer shall grant to an Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the Employee's unit.
- (b) Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 22.13(a) of this clause.
- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

22.15 Purchased Leave

- (a) An Employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.

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

22.16 Leave Without Pay

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

22.17 Observance of Essential Religious and Cultural Obligations

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

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

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

22.18 Study Leave without pay

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

22.19 Special Leave

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

- (a) Jury Duty
 - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the *Jury Act 1977* in respect of any such period.
 - (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977* in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
 - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
 - (ii) 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.
- (d) NAIDOC Day - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (g) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (h) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:

- (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
- (ii) 1 day of Special Leave to attend a returning officer's election seminar;
- (iii) up to 3 days Special Leave to attend an election training course.
- (i) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.
- (j) Retirement Seminar - Employees approaching retirement are entitled to 2 days' Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (k) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
 - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the Employee is required to attend.
 - (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
 - (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.

22.20 Leave for Matters Arising from Domestic and Family Violence

- (a) Employees have access to 10 days paid domestic and family violence leave per calendar year.
- (b) This leave is non-cumulative and able to be taken in part-days, single days, or consecutive days.
- (c) Leave is to be available for employees experiencing domestic and family violence, for purposes including:
 - i. seeking safe accommodation;
 - ii. attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - iii. attending court and other legal proceedings relating to their experience of domestic and family violence;
 - iv. organising alternative care or education arrangements for their children; or
 - v. other related purposes approved by the Employer.

- (d) The Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:
- i. an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; Or
 - ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - iii. a medical certificate.
- (e) Personal information concerning Domestic and Family Violence will be kept confidential by the Employer. The Employer will only disclose information to other parties, such as the Police Force, where required by law.
- (f) The Employer will consider any request from an Employee experiencing Domestic and Family Violence for:
- i. changes to their hours of work;
 - ii. relocation to alternate locations should suitable work be available;
 - iii. changes to telephone, email and other contact details;
 - iv. changes to duties, should such changes be practical; and
 - v. any other reasonable measure to assist the employee.
- The approval of such requests will be at the Employer's discretion but will not be unreasonably refused.
- (g) This leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- (h) The leave entitlement can be accessed by Temporary and part-time employees on a pro-rata basis.

23. Public Holidays

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

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;

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

24. Transfer Allowances

24.1 General

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

24.2 Pre Location Visit

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

24.3 Removal Costs

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to

move their household furniture and effects and generally includes a household's normal contents and outdoor equipment such as play equipment, garden tools, portable Barbeque and small garden shed. The Employee's manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

24.4 Storage

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

24.5 Travel to New Location

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

24.6 Temporary Accommodation

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

24.7 Resettlement Leave

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

24.8 Permanent Accommodation

(a) Home Rental (Bond)

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

(b) Home owner

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

(ii) The following sales costs will be reimbursed:

- (A) selling agent's commission, except for an unsuccessful auction;
- (B) marketing costs;
- (C) solicitor/conveyancer costs and disbursements;

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

25. Overtime

25.1 General

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

- (e) For Employees working under a flexible working hours scheme:
 - (i) Where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue.
 - (ii) Where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (f) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

25.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 25.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

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

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

25.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2.1 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
 - (i) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (ii) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
 - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If an Employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.
- (d) An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods:
 - (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

- (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

25.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When an Employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When an Employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the Employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the Employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) An Employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside the Employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

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

- (a) When required to be on call, an Employee shall be:
 - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
 - (ii) available outside of ordinary working hours;
 - (iii) able to be contacted immediately;
 - (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
 - (v) in a fit state, free of alcohol or drugs, in accordance with the Transport for NSW Drug and Alcohol Policy, as amended from time to time.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in clause 25.3 - Overtime Rates shall apply to the time worked;

- (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

25.6 Overtime Meal Breaks

- (a) Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Employees generally - An Employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

25.7 Overtime Meal Allowances

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

25.8 Rate of Payment for Overtime

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

25.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with paragraph 25.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

25.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 19, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.

- (b) In the event that the Employer makes a determination in accordance with sub clause 25.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in subclause 25.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

26. Travelling Expenses

26.1 The Employee is to obtain an authorisation for all official travel prior to incurring any travel expense. All expenses authorised in writing will be paid by the Employer including, where applicable, the allowances in Clause 26.2.

26.2 Expenses (General)

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

26.3 Meal Allowances - Journeys not requiring Overnight Accommodation

(a) Eligibility

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

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

(b) Provided that:

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

26.4 Travel Allowance

- (a) An Employee who is required by the Employer to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal expenses (if not provided by the Employer) and incidental expenses as published from time to time by the NSW Department of Premier and Cabinet Circulars and as set out in Items 7 and 8 of Schedule B.
- (b) The Employer shall determine whether the Employee is to obtain overnight accommodation, taking into consideration the Employee's safety and whether the Employee is finishing work late or commencing work early.
- (c) As an alternative to these provisions, the Employer could make other arrangements by agreement with the Employee to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.
- (d) This clause does not apply to Employees who are on an Employee-initiated secondment.
- (e) When an Employee working from a temporary work location takes overnight accommodation, the Employee shall be entitled to claim the reimbursement of any expenses (including meal expenses) properly and reasonably incurred during the time spent at the temporary work location in excess of the allowance in paragraph (a) above.

26.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under subclause 26.4 is not payable in respect of:
 - (i) Any period during which the Employee is at their residence at weekends or public holidays;
 - (ii) Any period of leave; or
 - (iii) Any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- (b) An Employee shall be entitled to an allowance under this clause, in the following circumstances:
 - (i) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee's residence; and for the return journey from the Employee's residence to the temporary work location; or
 - (ii) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location;but is not entitled to any other allowance in respect of the same period.

26.6 Compensatory Travel Leave/Payment

- (a) Employees are entitled to be paid ordinary-time payment or, if requested by the Employee and agreed by the Employer, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances:
 - (i) Where travel is on a non-working day for time spent in travelling after 7.30 am;
 - (ii) Where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions:

- (A) the time normally taken for the periodic journey from home to headquarters and return is deducted from Employees' travelling time (except on a non-working day);
 - (B) periods of less than a quarter of an hour on any day shall be disregarded;
 - (C) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where Employees have travelled overnight and accommodation has been provided for them;
 - (D) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
 - (E) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the Employee's request; or by ship on which meals and accommodation are provided.
- (b) Where Employees qualify for travel allowance or compensatory leave or ordinary time payment for official travel they shall be entitled to have any necessary waiting time treated as travelling time subject to the following condition:
- (i) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
 - (A) where duty is performed on the day of such departure, any necessary waiting time from completion of such duty until departure shall be counted; and
 - (B) where no duty is performed on that day of such departure, necessary waiting time after the Employee's normal commencing time until such departure shall be counted.
- (c) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.
- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Transport Service Grade 8, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Transport Service Grade 8, plus \$1.00 per annum, as adjusted from time to time.
 - (e) An Employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
 - (f) When an Employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
 - (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.

26.7 Private Motor Vehicle Allowance

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

- (a) ordinary daily travel by private motor vehicle between the Employee's residence and normal work location, and
- (b) any distance travelled in a private capacity.

26.8 Damage to Private Motor Vehicle Used for Work

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

27. Remote Locations Living Allowance

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

- (a) Indefinitely stationed and living in a remote area as defined in subclause 27.2 of this clause; or
- (b) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 27.2 of this clause.

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

- (a) Grade A allowances - the rate shown as Grade A in Item 14 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 27.2(b) and 27.2(c) of this subclause;
- (b) Grade B allowances - the rate shown as Grade B in Item 14 of Schedule B in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- (c) Grade C allowances - the rate shown as Item 14 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

27.3 The dependant rate for each grade is payable where the Employee has a dependant as defined and the Employee's dependant(s) resides within the area that attracts the remote area allowance and the

Employee's spouse, if also employed in the Public Sector, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

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

- (a) the spouse of the Employee (including a de facto spouse);
- (b) each child of the Employee aged eighteen years or under;
- (c) each child of the Employee aged more than eighteen years but less than twenty six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- (d) any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.

27.5 Where Employees are in receipt of the remote location living allowance provided for in subclause 27.1 and work temporarily outside the areas listed in subclause 27.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.

27.6 Assistance to Employees Stationed in a Remote Area when travelling on Annual Leave:

- (a) An Employee who:
 - (i) is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Department of Premier and Cabinet; and
 - (ii) Proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 15 of Schedule B for the additional costs of travel. The use of the word dependant in Schedule B has the same meaning as in subclause 27.4.
- (b) Allowances under this sub clause do not apply to Employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

27.7 An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

- (a) the Employee continues in employment; and
- (b) the dependants continue to reside in the area specified; and
- (c) military pay does not exceed the Employee's salary plus the remote locations living allowance.

If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

28. Higher Grade

28.1 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.

28.2 Where in any one period of higher duties of five consecutive days or more the Employee does not perform the whole of the duties of the higher graded position, the Employee will be paid a percentage as

determined by the Employer of the minimum salary of the higher graded position. The Employer will advise the Employee of the percentage to be paid, and the basis for its calculation.

29. Salary Packaging

- 29.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this award and/or any salary payable under an agreement made under s68D(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- 29.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 29.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 29.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 29.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (b) any administrative fees.
- 29.6 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
- (a) Superannuation Guarantee Contributions;
 - (b) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

30. Work Health and Safety

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

A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 30.2 If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 30.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 30.4 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE

31. TOCs and TIOs

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

The ordinary hours of work shall be 35 per week.
 - (b) Full Time Employees
 - (i) Employees shall be continuous shift workers.
 - (ii) Other than Employees on probation, the ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute meal break and a 20 minute paid crib break.
 - (iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.
 - (iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be required to work more than three consecutive days in any seven day period.

- (c) Where Employees are rostered to work shifts of 12 hours 10 minutes:
- (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
 - (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.3.
 - (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.3.
- (d) Part Time Employees:
- (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
 - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
 - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 31.4.
- (e) Meal Breaks
- Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

31.3 Shiftwork

- (a) For the purposes of this sub clause:
- (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
 - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
 - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
- (i) Payment for day shift shall be at the ordinary rate of pay,

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

(c) Additional Annual Leave

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

(d) Shift Rosters

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

31.4 Overtime Worked by TOCs and TIOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 70 hours per fortnightly pay period between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.

- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

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

Provided that:

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

31.5 Sick leave

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

32. TMC Shiftworkers Other Than TOCs and TIOs and Transport Commanders

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

32.2 For the purpose of this clause:

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

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

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

32.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours 22 minutes over 19 days per 4 week period. A rostered day off must not fall on a public holiday.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 32.4.

32.4 Payment for Shift Work

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

32.5 Shift Rosters

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

32.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

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

Provided that:

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

Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.

- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

33. Transport Commanders

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

33.2 For the purpose of this clause:

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

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

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

33.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 33.4.

33.4 Payment for Shift Work:

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

33.5 Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Employer. Rotating shifts shall rotate weekly commencing Friday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with the affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift in any period of three working weeks other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

33.6 Payment of Overtime

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

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

Provided that:

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

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

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

34.2 Hours of Work

- (a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

- (b) Full Time Employees

- (i) Employees shall be continuous shift workers.

- (ii) Ordinary hours of work shall be 140 hours worked over a 4 week roster cycle.
- (iii) Employees shall be rostered to work shifts lengths of, excluding unpaid meal breaks:
 - A 11 hours, 40 minutes; or
 - B 8 hours, 45 minutes; or
 - C 7 hours, 22 minutes
- (iv) Shift lengths will be consistent over the course of a week.
- (v) Employees shall not be required to work more than:
 - (vi) 19 days over a four week cycle;
 - (vii) 5 days in any 7 day period;
 - (viii) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (ix) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that:
 - A at least two sets of consecutive RFDs are granted; and
 - B at least one of those sets falls on a weekend.
- (c) Breaks Between Shifts
 - (i) Employees shall be entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
 - A 8 hours where they are rostered to work shifts less than 10 hours; or
 - B 10 hours where they are rostered to work shifts of 10 hours or more.
 - (ii) Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break provided at clause 34.2(c)(i), they will be paid at the relevant rate set out in clause 34.2(c)(iii).
 - (iii) Where Employees have not observed a rest break provided for in clause 34.2(c)(i) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in clause 34.2(c)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 34.3.
- (d) Part Time Employees:
 - (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
 - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.

(iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 34.4.

(e) Meal Breaks

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

34.3 Shiftwork

(a) For the purposes of this sub clause:

(i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.

(ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.

(iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.

(iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

(b) Payment for Shift Work

(i) Payment for day shift shall be at the ordinary rate of pay,

(ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,

(iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,

(iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.

(v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,

(vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,

(vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,

(viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.

(ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.

(x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

- (c) Additional Annual Leave
 - (i) Full time Employees shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (d) Shift Rosters
 - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters shall be made available at least 30 calendar days in advance.
 - (iii) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
 - (iv) The Employer will consult with affected Employee(s) regarding a changed to a rostered shift.
 - (v) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

34.4 Overtime Worked by TLMs, EBMs and DMSOs

Payment of overtime shall be made at the following rates:

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

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

Provided that:

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

34.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.

- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

35. CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers

35.1 This clause applies to CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

35.2 For the purpose of this clause:

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 6.00am.

"Day shifts" shall be those shifts commencing at or after 6.00 am and before noon.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 4.00pm.

35.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 140 hours worked over a 4 week roster cycle, between the hours of 4am and 11pm.
- (b) Employees shall be rostered to work shifts lengths of:
 - (i) 11 hours, 40 minutes; or
 - (ii) 8 hours, 45 minutes; or
 - (iii) 7 hours, 22 minutesexcluding unpaid meal breaks.
- (c) Shift lengths will be consistent over the course of a week.
- (d) Employees shall not be required to work more than:
 - (ii) 19 days over a four week cycle;
 - (iii) 5 days in any 7 day period;
 - (iv) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (e) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that at least two sets of consecutive RFDs are granted.
- (f) No Employee shall work more than five consecutive hours without a meal break of 30 minutes. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

35.4 Breaks Between Shifts

- (a) An Employee is entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:

- (i) 8 hours where they are rostered to work shifts less than 10 hours; or
 - (ii) 10 hours where they are rostered to work shifts of 10 hours or more.
- (b) Where an Employee has not observed a rest break provided for in clause 35.4(a) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period specified in clause 35.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 35.5.

35.5 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.
- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- (e) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay.
- (g) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (h) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (i) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

35.6 Shift Rosters

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

half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

35.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a four week cycle between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

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

35.8 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**Part One**

Classification	Level	Current Rates	+2.5% Effective 1 July 2019	+2.5% Effective 1 July 2020
Transport Service Grade 1	Level 1A	51,666	52,958	54,282
	Level 1B	52,957	54,281	55,638
	Level 1C	54,250	55,606	56,996
	Level 1D	55,541	56,930	58,353
	Level 1E	56,833	58,254	59,710
Transport Service Grade 2	Level 2A	57,135	58,563	60,027
	Level 2B	58,564	60,028	61,529
	Level 2C	59,994	61,494	63,031
	Level 2D	61,422	62,958	64,532
	Level 2E	62,852	64,423	66,034
Transport Service Grade 3	Level 3A	63,216	64,796	66,416
	Level 3B	64,796	66,416	68,076
	Level 3C	66,375	68,034	69,735
	Level 3D	67,955	69,654	71,395
	Level 3E	69,536	71,274	73,056
Transport Service Grade 4	Level 4A	70,388	72,148	73,952
	Level 4B	72,149	73,953	75,802
	Level 4C	73,907	75,755	77,649
	Level 4D	75,668	77,560	79,499
	Level 4E	77,426	79,362	81,346
Transport Service Grade 5	Level 5A	79,383	81,368	83,402
	Level 5B	81,368	83,402	85,487
	Level 5C	83,352	85,436	87,572
	Level 5D	85,338	87,471	89,658
	Level 5E	87,323	89,506	91,744
Transport Service Grade 6	Level 6A	88,501	90,714	92,982
	Level 6B	90,714	92,982	95,307
	Level 6C	92,927	95,250	97,631
	Level 6D	95,139	97,517	99,955
	Level 6E	97,351	99,785	102,280
Transport Service Grade 7	Level 7A	98,955	101,429	103,965
	Level 7B	101,923	104,471	107,083
	Level 7C	104,892	107,514	110,202
	Level 7D	107,861	110,558	113,322
	Level 7E	110,830	113,601	116,441
Transport Service Grade 8	Level 8A	112,329	115,137	118,015
	Level 8B	115,698	118,590	121,555
	Level 8C	119,068	122,045	125,096
	Level 8D	122,437	125,498	128,635
	Level 8E	125,807	128,952	132,176
Transport Service Grade 9	Level 9A	129,349	132,583	135,898
	Level 9B	133,228	136,559	139,973
	Level 9C	137,108	140,536	144,049
	Level 9D	140,988	144,513	148,126
	Level 9E	144,870	148,492	152,204

^ In accordance with clause 7.5(a) and (b) salaries will increase by 2.5% from the first full pay period on or after 1 July 2019 and 1 July 2020.

Part Two

Classification	Level	Current Rates	+2.5% Effective 1 July 2019	+2.5% Effective 1 July 2020
Professional Engineer	Level 1	88,501	90,714	92,982
Grade A	Level 2	92,927	95,250	97,631
	Level 3	95,139	97,517	99,955
	Level 4	98,955	101,429	103,965
	Level 5	101,923	104,471	107,083
	Level 6	104,892	107,514	110,202
Professional Engineer	Level 1	107,861	110,558	113,322
Grade B	Level 2	112,329	115,137	118,015
	Level 3	117,153	120,082	123,084
	Level 4	122,032	125,083	128,210
	Level 5	125,807	128,952	132,176
Professional Engineer	Level 1	129,349	132,583	
Grade C	Level 2	134,520	137,883	141,330
	Level 3	139,692	143,184	146,764
	Level 4	144,870	148,492	152,204

^ In accordance with clause 7.5(a) and (b) salaries will increase by 2.5% from the first full pay period on or after 1 July 2019 and 1 July 2020.

SCHEDULE B - ALLOWANCES AND EXPENSES

Allowances and Expenses	Subject	Current Rates	Amount Effective 1 July 2019	Amount Effective 1 July 2020
Item 1*	On Call (Rostered Day)	39.20	40.20	41.20
Item 2*	On Call (Non Rostered Day)	59.20	60.70	62.20
Item 3#	Overtime Meal	\$30.60	\$31.25	#
Item 4#	Breakfast Meal (no overnight stay)	\$27.55	\$28.15	#
Item 5#	Lunch Meal (no overnight stay)	\$31.00	\$31.65	#
Item 6#	Dinner Meal (no overnight stay)	\$52.80	\$53.90	#
Item 7#	Overnight Stay Away from	Varies depending on location - see relevant NSW Department of Premier and Cabinet Circular		
	Headquarters Allowance			
Item 8#	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$19.70	\$20.05	#
Item 9#	Private use of Motor Vehicle - up to 1600 cc	68 cents per km	68 cents per km	#
Item 10#	Private use of Motor Vehicle - between 1601cc and 2600cc	68 cents per km	68 cents per km	#
Item 11#	Private use of Motor Vehicle - over 2600 cc	68 cents per km	68 cents per km	#
Item 12*	Holders of St John's Ambulance	912.10	934.90	958.30
Item 13*	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	1369.80	1404.10	1439.20

Item 14#	Remote Location (with dependants) Grade A Grade B Grade C	\$2,087 pa \$2,768 pa \$3,696 pa	\$2,114 pa \$2,804 pa \$3,744 pa	#
	Remote Location (without dependants) Grade A Grade B Grade C	\$1,456 pa \$1,941 pa \$2,589 pa	\$1,475 pa \$1,966 pa \$2,623 pa	#
Item 15#	Remote Location Annual Leave Travel			
	By Private Vehicle	Appropriate casual rate up to maximum of 2850 kms less \$51.45	Appropriate casual rate up to maximum of 2850 kms less \$52.10	#
	Other Transport (with dependants)	Actual reasonable expenses in excess of \$51.45 and up to \$344.55	Actual reasonable expenses in excess of \$52.10 and up to \$349.05	#
	Other Transport (without dependants)	Actual reasonable expenses in excess of \$51.45 and up to \$170.20	Actual reasonable expenses in excess of \$52.10 and up to \$172.40	#
	Rail Travel	Actual rail fare less \$51.45	Actual rail fare less \$52.10	#

*Subject to Award Increase/s, in accordance with 7.5(c).

means amended in accordance with clause 7.5(d).

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

1. Transitional Arrangements

The transitional arrangements for each Transport Agency are shown in Tables 1-7 below.

Code X - Employees will transition across to the same or next higher incremental TfNSW salary level and will be eligible to progress to the next incremental TfNSW salary level on the anniversary of their appointment to the position.

Code Y - Employees will transition across to the same or next higher incremental TfNSW salary level and will retain their existing increment date for progression to the next TfNSW incremental salary level.

Code Z - Employees will continue to progress through the incremental salary range within their existing grade from their former agency until they reach the maximum increment point, whereupon they will be transitioned across to the maximum increment in the appropriate grade within the TfNSW classification structure and thereafter be paid by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

2. Personal Salaries - Code Z

Employees will continue to be afforded a personal salary and incremental salary progression until promoted to a position and receiving a higher rate of pay. The Employee's personal rate of pay and incremental salary range will also be subject to future Award increases.

3. Annual Award Increases

Employees who remain on the incremental salary range with their existing Grade from their former agency will continue to receive annual increases in accordance with the industrial instrument in force of the time of their transition.

Transitioning Employees will not be entitled to receive 2 award increases in rates of pay under separate industrial instruments during the same calendar year.

Employees who have received an increase in rates of pay under their former agency's Award or Enterprise Agreement during the first half of the year will not be transitioned across onto the Transport for NSW Classification Structure until the rates therein have also been increased during the same calendar year.

4. Former RailCorp Employees

Employees who have progressed to the maximum salary within their former RailCorp Grade will transition across to the TfNSW Grade after 1 April 2013 at the maximum increment in the appropriate TfNSW grade and will thereafter retain their existing rate of pay by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Employees who have not yet progressed to the maximum incremental salary level within their former RailCorp Grade will continue to be employed within that Grade until they progress to the maximum incremental salary level at which time they will then transition across to the maximum increment in the appropriate TfNSW Grade and thereafter be paid by way of a personal salary.

Subject to the provisions of 3 above, after the RailCorp Enterprise Agreement expires on 31/3/2014, the rates of pay and incremental salary levels for these Employees will be subject to Award increases in rates of pay that apply to other Employees who are covered under the TfNSW classification structure.

5. Former Maritime Employees

Former Maritime Employees will transition across to the appropriate TfNSW Grade after 1 July 2013 and will thereafter retain their existing rate of pay as a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Subject to the provisions of 3 above, after 1 July 2013 the Employee's personal rate of pay will also be subject to future Award increases in rates of pay that apply to other

Table 1 - Rates of Pay, Equivalent Grades and Transitional Arrangements for DoT Employees Transitioning to Transport for NSW

DoT Grade	DoT Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	DOT Increment Transitional Code
1	40,606	1	43,563	X
	42,023		43,563	X
	43,492		43,563	Y
	45,015		45,741	X
			46,830	
			47,919	
2	46,590			Z
	48,225			Z
	49,909			Z
	51,662			Z

3	53,466	2	48,175	Z
	55,338		49,379	Z
	57,271		50,584	Z
	59,277		51,788	Z
			52,993	
4	61,357	4	59,348	Z
	63,500		60,832	Z
	65,723		62,315	Z
	68,025		63,799	Z
			65,282	
5	70,494	6	74,620	X
	72,868		74,620	Y
	75,572		76,486	Y
	78,061		78,351	X
			80,217	
			82,082	
6	80,793	7	83,435	Y
	83,622		85,938	Y
	86,545		88,441	Y
	89,574		90,944	X
			93,447	
7	92,710	8	94,710	Y
	95,956		97,551	Y
	99,314		100,393	Y
	102,787		103,234	X
			106,075	
8	106,387	9	109,060	Z
	110,111		112,332	Z
			115,604	-
	116,997		118,875	Z
	122,148		122,148	-

Table 2 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Roads and Traffic Authority Employees Transitioning to Transport for NSW

RTA Grade	RTA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Increment Transitional Code
1	33,331	1	43,563	X
	36,557		43,563	X
	41,794		43,563	X
			44,652	
			45,741	
			46,830	
			47,919	
2	44,078	2	48,175	X
	46,079		48,175	X
	47,793		48,175	X
			49,379	
			50,584	
			51,788	
			52,993	
3	50,747	3	53,300	X
	53,125		53,300	Y
			54,633	
	55,600		55,965	X
			57,298	
			58,630	

4	57,296	4	59,348	Y
	59,542		60,832	Y
	61,885		62,315	X
			63,799	
			65,282	
5	64,012			Z
	66,082			Z
	67,272			Z
6		5	66,933	
	68,748		68,606	Y
	70,835		70,279	Y
	73,153		71,953	X
7		6	74,620	
	74,745		76,486	Y
	77,383		78,351	Y
	78,885		80,217	X
			82,082	
8	82,121	7	83,435	Y
	85,456		85,938	Y
	88,124		88,441	X
			90,944	
			93,447	
9	92,178	8	94,710	Y
	94,826		97,551	Y
	99,093		100,393	X
			103,234	
			106,075	
10	101,594	9	109,060	X
	105,602		109,060	Y
	111,025		112,332	X
11	114,457		115,604	Y
			118,875	Y
	119,439		122,148	Y
	122,128		122,148	-

Table 3 - Rates of Pay, Equivalent Grades and Transitional Arrangements for RTA Professional Engineers Transitioning to Transport for NSW

RTA PROF. ENG Grade	RTA PROF. ENG. Salary \$ (No Annual Leave Loading)	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Engineers Increment Transitional Code
Engineer Level 1 Yrs. 1 - 3 (RTA USS 7)	74,746 77,385 78,887	A	74,620	-
			78,351	X
			78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121 85,454 88,123		83,435	Y
			85,938	Y
			88,441	-
Engineer Level 2 Yrs 1 1 - 3 (RTA USS 9)	92,176 94,826 99,092	B	90,944	-
			94,710	Y
			98,779	Y
			102,892	X
			106,075	

Engineer Level 3	101,593	C	109,060	X
Yrs 1 - 3	105,600		109,060	Y
(RTA USS 10)	111,024		113,421	Y
Engineer Level 4	114,456		117,782	Y
Yrs 1 - 3	119,439		122,148	-
(RTA USS 11)	122,125		122,148	-

Table 4 - Rates of Pay, Equivalent Grades and Transitional Arrangements for State Transit Authority Employees Transitioning to Transport for NSW

STA Grade	STA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	STA Increment Transitional Code
1	42,190		43,563	Z
	43,947		44,652	Z
	45,327		45,741	Z
			46,830	
	47,100		47,919	Z
	48,293		47,919	Z
	49,672		47,919	-
2		2	48,175	
	50,342		49,349	Y
	51,012		50,484	X
3			51,788	
	51,867		52,993	Z
	53,078		52,993	Z
4		3	52,993	-
	54,929		53,300	
	56,291		54,633	X
5		4	55,965	Y
	57,756		57,298	
			58,630	-
6		5	59,348	X
	58,941		60,832	
	61,155		62,315	Y
	62,969		63,799	
			65,282	
Special		6	66,933	X
	64,165		66,933	X
	65,876		68,606	X
	68,276		70,279	
			71,953	
SO A		7	73,626	
	69,463		74,620	X
	73,016		74,620	Y
	76,606		76,486	
			78,351	X
			80,217	
	82,082			
SO A		7	83,435	X
	77,683		83,435	X
	80,308		83,435	Y
	83,119		85,938	
	86,262		88,441	Y
	89,910		90,944	X
			93,447	

SO B	89,090	8	94,710	X
	91,952		94,710	X
	95,051		97,551	Y
	98,443		100,393	Y
	102,121		103,234	X
	106,075			
SO C	99,079	9	109,060	X
	102,249		109,060	X
	105,706		109,060	X
	109,356		112,332	Y
	113,309		115,604	X
	118,875		122,148	
SO D	109,830		109,060	Z
	113,353		112,332	Z
	117,129		115,604	Z
	121,420		118,875	Z
	126,067		122,148	-
	122,148		122,148	-

Table 5 - Rates of Pay, Equivalent Grades, Incremental Progression and Transitional Arrangements for RailCorp Employees Transitioning to Transport for NSW

RailCorp Grade	RailCorp Salary \$	Effective 1 April 2012	Effective 1 April 2013	Equivalent TfNSW Grade
1	Level 1	43,915	45,451	1
	Level 2	44,806	46,374	
	Level 3	45,772	47,373	
	Level 4	46,635	48,267	
	Level 5	47,472	49,133	
2	Level 1	50,834	52,613	3
	Level 2	52,530	54,368	
	Level 3	54,016	55,906	
	Level 4	55,749	57,700	
	Level 5	58,199	60,235	
3	Level 1	60,504	62,621	4
	Level 2	62,336	64,517	
	Level 3	63,657	65,884	
	Level 4	65,400	67,688	
	Level 5	66,967	69,310	
4	Level 1	68,909	71,320	6
	Level 2	71,081	73,568	
	Level 3	73,390	75,958	
	Level 4	76,402	79,076	
	Level 5	79,470	82,251	
5	Level 1	83,140	86,049	7
	Level 2	86,786	89,823	
	Level 3	89,688	92,827	
	Level 4	92,696	95,940	
	Level 5	95,899	99,255	
6	Level 1	99,436	102,916	8
	Level 2	101,804	105,367	
	Level 3	104,621	108,282	
	Level 4	107,437	111,197	
	Level 5	110,258	114,116	

7	Level 1	111,906	115,822	119,877	9
	Level 2	114,678	118,691	122,846	
	Level 3	117,465	121,576	125,832	
	Level 4	120,266	124,475	128,833	
	Level 5	123,123	127,432	131,893	

NB: All RailCorp Employees will transition to TfNSW under Code Z.

Table 6 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Sydney Ferries Employees Transitioning to Transport for NSW

Ferries Grade	Ferries Salary \$	Effective from 1 Jan 2012	Effective from 1 Jan 2013	TfNSW Grade	TfNSW Salary \$	Sydney Ferries Increment Transitional Code
1	40,271	41,680	43,139	1	43,563	Z
	41,947	43,415	44,935		43,563	Z
	43,265	44,779	46,346		45,741	Z
	44,957	46,530	48,159		46,830	Z
	46,097	47,710	49,380		47,919	Z
	47,414	49,073	50,791		47,919	-
2				2	48,175	
	48,053	49,735	51,476		49,379	X
	48,693	50,397	52,161		50,584	X
3	49,509	51,242	53,035		51,788	Z
	50,664	52,437	54,272		52,993	Z
	51,455	53,256	55,120		52,993	-
4				3	53,300	
	52,433	54,268	56,167		54,633	X
	53,732	55,613	57,559		55,965	X
	55,129	57,059	59,056		57,298	X
5				4	58,630	
	56,261	58,230	60,268		59,348	X
	58,373	60,416	62,531		60,832	X
	60,106	62,210	64,387		62,315	X
					63,799	
6				5	65,282	
	61,247	63,391	65,610		66,933	X
	62,883	65,084	67,362		66,933	X
	65,171	67,452	69,813		68,606	X
					70,279	
Special				6	71,953	
	66,304	68,625	71,027		73,626	
	69,698	72,137	74,662		74,620	X
	73,122	75,681	78,330		74,620	X
					76,486	X
					78,351	
SO A				7	80,217	
	74,151	76,746	79,432		82,082	
	76,656	79,339	82,116		83,435	X
	79,341	82,118	84,992		83,435	X
	82,340	85,222	88,205		83,435	X
					85,938	X
					88,441	
	85,823	88,827	91,936	90,944	X	
				93,447		

SO B	85,040	88,016	91,097	8	94,710	X
	87,771	90,843	94,023		94,710	X
	90,729	93,905	97,192		94,710	X
	93,967	97,256	100,660		97,551	X
					100,393	
	97,479	100,891	104,422		103,234	X
					106,075	
SO C	94,573	97,883	101,309	9	109,060	X
	97,600	101,016	104,552		109,060	X
	100,899	104,430	108,085		109,060	X
	104,386	108,040	111,821		109,060	X
	108,158	111,944	115,862		112,332	X
SO D	104,838	108,507	112,305		109,060	Z
	108,201	111,988	115,908		112,332	Z
					115,604	Z
	111,803	115,716	119,766		118,875	-
	115,899	119,955	124,153		122,148	Z
	120,334	124,546	128,905		122,148	-

Table 7 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Maritime Employees Transitioning to Transport for NSW

Maritime Grade	Maritime Salary \$	Effective from 1 July 2012 \$	Equivalent TfNSW Grade \$
1	41,003	42,643	1
2	44,867	46,662	
3	52,094	54,178	
4	54,550	56,732	
5	58,654	6,1000	
6	61,421	63,878	2
7	66,032	68,673	
8	69,145	71,911	3
9	74,332	77,305	4
10	77,840	80,954	5
11	83,680	87,027	
12	87,624	91,129	6
13	94,195	97,963	7
14	98,627	102,572	
15	106,021	110,262	8
16	111,011	115,451	9
17	119,322	124,095	

NB: All Maritime Employees will transition to TfNSW under Code Z. The Maritime rates above have been discounted from the enterprise agreement by 0.98668 to account for annual leave loading which is incorporated in the Maritime rates but paid separately in this Award.

P. M. KITE, *Chief Commissioner*

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SERIAL C9080

PUBLIC HOSPITAL CAREER MEDICAL OFFICERS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 40803 of 2020)

Before Commissioner Murphy

11 February 2020

VARIATION

1. Delete Table 1 - Allowances and Other Rates of Part B of the award published 1 November 2019 (385 I.G. 681) and insert in lieu thereof the following:

PART B

Table 1 - Allowances and Other Rates

Item No.	Clause	Allowance Description	Frequency	Rate from 01 Jul 2019 \$	Rate from first full pay period on or after 01 Jul 2019 \$
		In Charge			
1	5	In charge Allowance	Per 12 hours of duty or part thereof	20.40	20.90
		Meal Allowance for Overtime			
2	11(ii)	(a) Breakfast at or before 6.00 a.m.	Each	30.60	30.60*
2	11(ii)	(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 pm.	Each	30.60	30.60*
2	11(ii)	(c) Lunch beyond 2.00pm Saturdays, Sundays or Holidays	Each	30.60	30.60*
		On-call			
3	12(iii)	On-call allowance per on-call period which coincides with a day rostered on duty	Per Day	15.90	16.30
3	12(iii)	On-call allowance per on-call period which coincides with a day rostered off duty	Per Day	31.80	32.60
3	12(iii)	On Call Per Week (Medical Officers) Uniform	Per Week	111.00	113.80
4	21(iii)	Full uniform including special shoes if required	Per Week	2.46	2.49
4	21(iii)	Other Cases	Per Week	1.81	1.83

2. This variation shall take effect on and from 11 February 2020.

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

(564)

SERIAL C9079

PUBLIC HOSPITAL MEDICAL OFFICERS (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 40787 of 2020)

Before Commissioner Murphy

11 February 2020

VARIATION

1. Delete Table 1 - Allowances and Other Rates of Part B of the award published 6 March 2020 (386 I.G. 1165) and insert in lieu thereof the following:

PART B**Table 1 - Allowances and Other Rates**

Item No.	Clause	Allowance Description	Frequency	Rate from 1 Jul 2019 \$	Rate from first full pay period on or after 01 Jul 2019 \$
		In Charge			
1	5	In charge Allowance	Per 12 hours of duty or part thereof	20.40	20.90
		Meal Allowance for Overtime			
2	11(ii)	(a) Breakfast at or before 6.00 a.m.	Each	30.60	30.60*
2	11(ii)	(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 pm.	Each	30.60	30.60*
2	11(ii)	(c) Lunch beyond 2.00pm Saturdays, Sundays or Holidays	Each	30.60	30.60*
		On-call			
3	12(iii)	On-call allowance per on-call period which coincides with a day rostered on duty	Per Day	15.90	16.30
3	12(iii)	On-call allowance per on-call period which coincides with a day rostered off duty	Per Day	31.80	32.60
3	12(iii)	On Call Per Week (Medical Officers)	Per Week	111.00	113.80
		Uniform			
4	21(iii)	Full uniform including special shoes if required	Per Week	2.46	2.49
4	21(iii)	Other Cases	Per Week	1.81	1.83

2. This variation shall take effect on and from 11 February 2020.

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by United Voice, New South Wales Branch, Industrial Organisation of Employees.

(Case Nos. 135623 and 305231 of 2019)

Before Chief Commissioner Constant

29 April 2020

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1	Arrangement
2	Title of Enterprise Award
3	Parties to this Enterprise Award
4	Definitions
5	Intention
6	Date and Period of Operation
7	Parties Bound
8	Duress
9	Ordinary Hours
10	Rates of Pay
11	Shift Arrangements
12	Event Days and Functions
13	Annual Leave
14	Sick Leave
15	Personal/Carer's Leave
15A	Parental Leave
16	Bereavement Leave
17	Jury Service
18	Army Reserve Leave
19	Public Holidays
20	No Extra Claims
21	Grievance and Dispute Resolution Procedure
22	Area, Incidence and Duration
23	Anti-Discrimination
24	Secure Employment Provisions
25	First Aid Certificates
26	Security Licence
27	Uniforms
28	Tools of the Trade
29	Meetings and Training
30	Notice of Termination

PART B

MONETARY RATES

Table 1

2. Title of Enterprise Award

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2019.

3. Parties to This Enterprise Award

- 3.1 The parties to this enterprise award are:
- 3.1.1 the Sydney Cricket and Sports Ground Trust;
 - 3.1.2 the Security Staff of the employer; and
 - 3.1.3 United Voice.

4. Definitions

For the purpose of this Enterprise Award the following definitions shall apply:

- 4.1 "Enterprise Award" shall mean the Sydney Cricket & Sports Ground Trust Security Enterprise Award 2019.
- 4.2 "Employee" or "Employees" shall mean the Security Staff employed by the Employer.
- 4.3 "Full-time employee" shall mean a permanent employee working an average of thirty-eight ordinary hours per week.
- 4.4 "Part-time" employee shall mean a permanent employee working an average of less than thirty-eight ordinary hours per week.
- 4.5 "Casual Employee" shall mean an employee engaged and paid as such.
- 4.6 "Employer" shall mean the Sydney Cricket & Sports Ground Trust ('SCSGT').
- 4.7 "Security Officer Grade B" shall mean a person employed in one or more of the following capacities:
 - (a) to watch, guard and/or protect premises and/or property;
 - (b) as an employee stationed at an entrance and/or exit whose principal duties shall include the control and movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant documents and/or gate pass and who also may have other duties to perform and shall include an area or door attendant or commissionaire in a commercial building;
 - (d) lock up gates, stands, buildings and patrol venues on foot or in vehicle;
 - (e) use and control of security and emergency control systems;
 - (f) performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals;
 - (g) monitors and acts upon intelligent building management systems;
 - (h) acts as two-way radio operator as required as part of control room duties;
 - (i) records incidents utilising the computer and compiles other reports as needed;

- (j) provided that a Security Officer Grade B may be required to utilise keyboard skills in the performance of their duties and may perform incidental duties.
- 4.8 "Security Officer Grade A" shall mean a person who, whilst in charge of a shift of one or more Security Officers carries out co-ordinating duties in addition to the normal duties of a Security Officer Grade B.
- 4.9 "The Act" shall mean the *Industrial Relations Act 1996* (NSW).
- 4.10 "Seven Day Shift Worker" means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.
- 4.11 "WH&S" shall mean Workplace Health & Safety.
- 4.12 "SCSGT" is the trading name of the of the Sydney Cricket and Sports Ground Trust.

5. Intention

- 5.1 It is intended that the Enterprise Award will provide a suitable basis for the parties to implement at the organisation level appropriate arrangements to ensure that corporate objectives are met.
- 5.2 The Enterprise Award will help to facilitate the processes necessary to enhance the productivity of the organisation and provide a better security service to the organisation, the staff and the community.
- 5.3 The Enterprise Award will provide employees with the ability to work a rotating roster which provides for the equalisation of wages across the employees and better coverage of shifts.
- 5.4 The Enterprise Award will promote harmonious industrial relations at the SCSGT.

6. Date and Period of Operation

- 6.1 This enterprise award shall operate from the beginning of the first full pay period to commence on or after 30 September 2019 and shall remain in force thereafter for a period of thirty-six months.
- 6.2 The renewal of this Enterprise Award has been made toward improved work practices and the more flexible operation of hours of work as permanent staff. Any further renewal of this Enterprise Award will be considered in the light of progress which may be made towards further improving work practices and the flexibility of hours of work.
- 6.3 During the term of this Enterprise Award the parties agree to confer on other productivity improvements.
- 6.4 This award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2016 published 21 October 2016 (380 I.G. 1682), inclusive of variations up to and including those taking effect from 30 September 2019.

7. Parties Bound

This Enterprise Award covers employees employed by the SCSGT and its employees employed as security personnel, including gatekeepers, security, surveillance including persons employed in control rooms to monitor, respond to or act upon alarm systems excepting persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever.

8. Duress

The parties to this Enterprise Award declare that this Enterprise Award was not entered into under duress by any party to it.

9. Ordinary Hours

- 9.1 The ordinary hours of work for Security Officers covered by this Enterprise Award shall be an average of 38 per week. The ordinary hours shall be worked on any day Monday through Sunday.
- 9.2 It is agreed between the parties to this Enterprise Award that the ordinary hours of work will encompass shifts at both the Sydney Cricket Ground, the Sydney Football Stadium and other venues as directed.
- 9.3 The ordinary hours of work shall be rostered in one of the following ways:
- (a) shifts of no more than 9.5 ordinary hours and no more than 16 ordinary shifts per 28 day cycle; or
 - (b) shifts of no more than 8 ordinary hours in length.

10. Rates of Pay

- 10.1 A Security Officer Grade A shall be paid the rate as set out in Item 1 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.2 A Security Officer Grade A shall be paid the rate as set out in Item 2 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.3 A Security Officer Grade B shall be paid the rate as set out in Item 3 of Table 1 of Part B of this award for all work performed during ordinary hours.
- 10.4 A Security Officer Grade B shall be paid the rate as set out in Item 4 of Table 1 of Part B of this award for all work performed in excess of ordinary hours.
- 10.5 A casual Security Officer Grade B shall be paid the rate as set out in Item 5 of Table 1 of Part B of this award for all worked performed during ordinary hours.
- 10.6 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance in accordance with the following table, provided that no meal allowance will be payable where a shift handover time of 15 minutes is rostered.

Meal Allowance to be paid from the first full pay period commencing on or at 30 September 2019 (2.5%)	Meal Allowance to be paid from the first full pay period commencing on or at 30 September 2020 (2.38%)	Meal Allowance to be paid from the first full pay period commencing on or at 30 September 2021 (2.04%)
\$18.19	\$18.62	\$19.00

- 10.7 The rate of pay referred to in Clauses 10.5 is inclusive of all penalty rates, shift allowances, overtime penalties, annual leave and meal allowances.
- 10.8 The SCSGT reserves the right to engage additional Security Officers to meet operational requirements.
- 10.9 Excluding casuals, all time worked on a public holiday will be paid at 150% of the ordinary rate.

11. Shift Arrangements

- 11.1 All Officers will be required to perform shifts as outlined in a roster developed by the employer which may vary from time to time.
- 11.2 Except in the case of emergency or by mutual agreement, the employer will provide seven days' notice to permanent employees of a change to their roster.

- 11.3 Major changes to regular rosters are to subject to consultation with the affected employees.
- 11.4 The employer may implement a 12 hour shift roster which requires Security Officers to perform 9.5 ordinary hours and a minimum of 2.5 overtime hours per shift.
- 11.5 A minimum 8 hours break will be provided between shifts (including overtime). The employee will be released until they have had at least 8 consecutive hours off duty without loss of pay for ordinary rostered hours occurring during such absence.
- 11.6 If, on instruction of the employer, the employee resumes work without having 8 consecutive hours off duty, the employee will be paid an amount equivalent to overtime rates in lieu of all other penalties until an 8 hour break is provided.
- 11.7 When rostering overtime, WH&S and staff welling must be considered.

12. Event Days and Functions

- 12.1 Employees covered by this Enterprise Award will be offered, where available, extra shifts on event days and functions as an Event Day Security officer, provided they are not rostered to work the shifts outlined in Clause 9.
- 12.2 Where an employee elects to work a second job as a an Event Day Security officer in accordance with this clause he/she shall be paid under the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2017 or any agreement that subsequently rescinds or replaces the aforementioned agreement.
- 12.3 An employee is not obliged to accept any extra shifts offered by the employer pursuant to this clause. An employee has an obligation to ensure that any proposed Event Day Security shift does not conflict with their commitments as a full-time Security Officer under this award.

13. Annual Leave

- 13.1 An employee shall be entitled to four weeks annual leave in accordance with the *Annual Holidays Act 1944*.
- 13.2 Additional Leave for Seven-Day Shift Workers

In addition to an annual holiday of four weeks provided by section 3 of the *Annual Holidays Act, 1944* (New South Wales), a seven-day shift worker at the end of each year of employment is entitled to the additional leave as prescribed below:

- 13.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.
- 13.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.
- 13.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the *Annual Holidays Act 1944* (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.
- 13.3 Upon becoming entitled to such annual leave an employee shall be entitled to be paid an annual leave loading of 17½% of the employees ordinary earnings which shall be paid each time the employee takes annual leave.

14. Sick Leave

- 14.1 Employees shall be entitled to up to 10 days sick leave without loss of pay in their first year of service with the employer. Employees shall be entitled to 10 days sick leave in their second and subsequent years of service with the employer.
- 14.2 An employee who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to take their sick leave subject to the following conditions:
- 14.2.1 the employee shall not be entitled to paid leave of absence for any period in respect of which there is entitlement to payment under the *Workplace Injury Management and Workers Compensation Act 2000* (New South Wales).
- 14.2.2 the employee shall, as soon as possible, and in any event prior to the commencement of shift, inform the employer of such employee's inability to attend for duty and as far as possible, state the nature of the injury of illness and the estimated duration of absence.
- 14.2.3 where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the shift the employee shall not be entitled to payment for the first shift of such absence, provided however, in cases of accident or incapacity to notify, to receive payment for the above the employee shall provide reasonable proof that he/she was unable to notify the employer on account of such accident or incapacity.
- 14.2.4 the employee shall furnish to the employer such evidence as the employer may desire that the employee was unable by reason of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Provided that a Statutory Declaration shall be accepted in respect of any single day absences, but not more than two such declarations in any one year. Provided further, that where such single day absence occurs before or after a public holiday or rostered day off a medical certificate shall be supplied.

15. Personal/Carer's Leave

- 15.1 Use of Sick Leave
- 15.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15.1.3.2 who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 15.1.2 The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- 15.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 15.1.3.1 the employee being responsible for the care of the person concerned; and

- 15.1.3.2 the person concerned being either:
- 15.1.3.2.1 a spouse of the employee; or
 - 15.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 15.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - 15.1.3.2.4 a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or
 - 15.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this clause:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relative of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

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

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 22, Grievance and Dispute Resolution Procedure, should be followed.

15.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15.1.3.2 above who is ill or who requires care due to an unexpected emergency.

15.3 Annual Leave

15.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

15.3.2 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

15.3.3 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.

15.4 Make-Up Time

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

15.4.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15.5 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15.1.2 and 15.1.3.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's

business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

The employee's request and the employer's decision made under subclause 3(a)(ii) and subclause 3(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under subclause 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

16. Bereavement Leave

- 16.1 An employee shall, on the death within Australia of a member of the employee's family or household (as defined in paragraph 15.1.3.2 of clause 15, Family Leave), be entitled to leave including the day of the funeral of such relation. Such leave, for a period not exceeding two days in respect of any such death, shall be without loss of any ordinary pay which the employee would have received if the employee had not been on such leave. An employee whose relative, as defined, dies outside Australia shall be entitled to leave of one day without loss of any ordinary pay, provided that such leave shall be extended to two days where the employee travels overseas to attend the funeral.

- 16.2 The rights to such paid leave shall be dependent on compliance with the following conditions:

16.2.1 satisfactory evidence of such death shall be furnished by the employee to the employer; and

16.2.2 the employee shall not be entitled to leave under this clause in respect of any period which coincides with any other entitlements under this award or otherwise.

- 16.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 15.1, 15.2, 15.3 and 15.4 of Clause 15, Personal/Carers Leave. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

16.4 Bereavement entitlements for casual employees

16.4.1 Subject to the evidentiary and notice requirements in 16.2.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15.1.3.2 of clause 15, Personal/Carer's Leave.

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

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

17. Jury Service

17.1 An employee shall be allowed leave of absence during any period when required to attend for jury service, provided that such leave shall be limited to a maximum of two weeks in any period of jury service.

17.2 During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.

17.3 An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

18. Army Reserve Leave

18.1 Upon request and subject to the employer's ability to grant leave, an employee shall be allowed leave of absence to attend official army reserve activities.

18.2 Subject to subclause 18.3, such leave of absence shall be without pay.

18.3 In the event that the employer is entitled to claim a payment under the Australian Defence Force Employer Support Payment (ESP) Scheme, an employee may be granted paid army reserve leave to attend official army reserve activities, which will be paid at the rate of:

18.3.1 \$1,604.90 per week (or such other amount as is provided to the employer under the ESP Scheme); or

18.3.2 the employee's ordinary rate of pay

whichever is the lesser.

18.4 An employee is not entitled to receive paid army reserve leave if he or she is receiving other paid leave such as annual leave or long service leave to attend army reserve activities.

19. Public Holidays

19.1 The following days shall be observed as public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Tuesday following Easter Monday, and any proclaimed day in lieu thereof for the state.

19.2 An extra holiday in lieu of the Tuesday following Easter Monday may be substituted by another day in the calendar year, where mutual agreement has been reached between the employer and the employee.

- 19.3 All employees may be directed to work on public holidays as part of their rostered shift. Employees other than casuals, will be paid at the rate of 150% of the ordinary rate of pay.
- 19.4 Days in lieu of working public holidays will not be provided.

20. No Extra Claims

The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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

21. Grievance and Disputes Resolution Procedure

- 21.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 21.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 21.1.2 The initiator of the dispute may be required to provide in writing the substance of the grievance and state the remedy sought.
- 21.1.3 The matter is then discussed in a timely way between staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 21.1.4 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 21.2 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.
- 21.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before commencing the Arbitration process.
- 21.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 21.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 21.6 Normal work will continue without disruption while these procedures are followed.

22. Area Incidence and Duration

- 22.1 This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust Security Enterprise Award 2016 published 21 October 2016 (380 I.G. 1682) as varied.
- 22.2 The purpose of this Enterprise Award is to partially regulate the terms and conditions of employment of Security Staff at the Sydney Cricket Ground, the Sydney Football Stadium and any other sites that the employer may manage.
- 22.3 This Enterprise Award is to read in conjunction with the Security Industry (State) Award and variations thereof. Where there is an inconsistency between the two awards, this award shall apply.

- 22.4 This award shall operate from the beginning of the first pay period to commence on or after 30 September 2019 and shall remain in force for a period of thirty-six months.

23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this award to seek to achieve the object of in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex marital or domestic status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.
- 23.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 23.3 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.
- 23.4 Nothing in this clause is to be taken to affect:
- 23.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation,
- 23.4.2 offering or providing junior rates of pay to persons under 21 years of age,
- 23.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW),
- 23.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 23.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES

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

24. Secure Employment Provisions

- 24.1 Objective of this Clause

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

- 24.2 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 nine 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 nine 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 subclause 24.2(i), upon receiving notice under subclause 24.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 24.2(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 24.2(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 subclause 24.2(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.

24.3 Workplace 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 health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate workplace health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (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 *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

24.4 Disputes Regarding the Application of this Clause

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

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

25. First Aid Certificates

- 25.1 The employer will provide relevant first aid training on an as required/a time to time basis for the provision of first aid certificates.
- 25.2 A first aid certificate will be provided to the employee upon successful completion of the relevant first aid training.
- 25.3 Where the employer doesn't provide in-house training as clause 25.1 stipulates, and the employee needs to undertake first aid training with a Registered Training Organisation the employer will reimburse the employee the cost of the training, subject to prior approval before attending the training and upon providing evidence of relevant fees paid.

26. Security Licence

- 26.1 It is a condition of employment that employees hold and maintain a valid security licence.

- 26.2 The SCSGT shall pay to employees a gross amount equivalent to the fee payable by an employee upon application for the renewal of licence under the *Security Industry Act 1997* (NSW), subject to the satisfaction of the following conditions:
- (a) The employee is employed by the SCSGT as at the date of renewal;
 - (b) The employee obtains the renewal of his/her security licence; and
 - (c) The employee provides evidence to the SCSGT of the payment of the relevant fee, as required by the SCSGT.

27. Uniforms

- 27.1 Employees shall be provided with four shirts, two pairs of pants and one pair of boots on commencement of employment and thereafter annually.
- 27.2 Uniform items no longer serviceable due to fair wear and tear will be, where necessary replaced subject to an aggregate maximum of eight shirts, four pairs of pants and two pairs of shoes per annum.

28. Tools of the Trade

- 28.1 Employees will be issued with relevant tools of the trade for their safety and operational requirements which may include, but is not limited to load bearing vests, handcuffs, batons, leather-man, torch, body worn video, IFAK medical kit, protective gloves, and protective eyewear.

29. Meetings and Training

- 29.1 Wherever possible, meetings and training should be scheduled during rostered hours set out in clause 9.1 and are considered standard business.
- 29.2 Any training undertaken outside of the employee's rostered hours will be scheduled as overtime and be paid as such.

30. Notice of Termination

- 30.1 The SCSGT may terminate the employment of a full-time or part time employee by providing the employee with four (4) weeks' notice of termination or payment in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of serious misconduct.
- 30.2 The notice of termination required to be given by a full-time or part-time employee on resignation is the same as that required of the SCSGT. A lesser period of notice may be negotiated by mutual agreement.

PART B
MONETARY RATES

Table 1

Item No.	New rate per hour from first full pay period to commence on or after 30 September 2019 (2.5%)	New rate per hour from first full pay period to commence on or after 30 September 2020 (2.38%)	New rate per hour from first full pay period to commence on or after 30 September 2021 (2.04%)
1	\$31.45	\$32.20	\$32.85
2	\$47.17	\$48.29	\$49.28
3	\$28.83	\$29.52	\$30.12
4	\$43.24	\$44.27	\$45.18
5	\$33.88	\$34.68	\$35.39

N. CONSTANT, *Chief Commissioner*

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(1912)

SERIAL C9149

TEACHERS' (NSW HEALTH EARLY CHILDHOOD SERVICE CENTRES) SALARIES AND MISCELLANEOUS CONDITIONS AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Education Union of Australia NSW/ACT Branch, Industrial Organisation of Employees.

(Case No. 135141 of 2020)

Before Chief Commissioner Constant

27 May 2020

VARIATION

1. Delete subclause (m) of Part A, clause 1, Definitions, of the award published 6 March 2020 (386 I.G. 1210) and insert in lieu thereof the following:
 - (m) "Union" means the Independent Education Union of Australia NSW/ACT Branch and/or HSU NSW.
2. This variation shall take effect on and from 27 May 2020.

N. CONSTANT, *Chief Commissioner*

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