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CROWN EMPLOYEES (SKILLED TRADES) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 204541 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

Arrangement

PART A

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RATES AND ALLOWANCES

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PART A

This award shall be known as the Crown Employees (Skilled Trades) Award 2019.

1. Definitions

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

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

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

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

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

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

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

2. Hours - Day Workers

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

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

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

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

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

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

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

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

3. Rates of Pay

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

4. Allowances

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

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

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

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

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

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

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

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

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

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

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 15 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

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

4.16.6 A Shipwright Boat builder who is:

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

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

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

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

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

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

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

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

- 4.21 Wet Places:-

4.21.1

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

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

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

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

- 4.22 Acid furnaces, Stills, etc.:

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

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

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

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

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

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

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

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

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

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

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

4.33.3

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

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

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

4.34 Distant Places -

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

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

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

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

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

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

shall be paid the allowance rate specified in Item 33 of Part B, Table 3 extra per day or part thereof.

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

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

shall be paid the allowance rate specified in Item 34 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 35 of Part B, Table 3 per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

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

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

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

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 37 of Part B, Table 3 in relation to the weight of the blocks.

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

(c) Where the block weighs over 18 kg.

4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.

4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 38 of Part B, Table 3.

4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 39 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.

4.40 Asbestos - Employees required to work with materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority. Where it is mandatory to wear protective equipment the employees shall be paid the allowance rate specified in Item 40 of Part B, Table 3 whilst engaged on such work.

4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 42 of Part B, Table 3 each day on which he uses such a tool.

4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 43 of Part B, Table 3 per hour or part thereof while so engaged.

4.43 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

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

All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011* concerning construction work involving asbestos and asbestos cement.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 44 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4, Allowances, with the exception of subclauses 4.14, cold places; 4.18, hot places; 4.25, swing scaffold; 4.26, spray application and 4.28, working second hand timber.

Other Conditions -

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

4.44 Animal Houses -

An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 45 of Part B Table 3 whilst so employed.

4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an

hourly allowance as set out in Item 46 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

5. Tool Allowance

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

6. Leading Hands

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

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 47 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 48 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 49 of Part B, Table 3.

7. Mixed Functions

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

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

8. Excess Fares and Travelling Time

- 8.1 An allowance specified in Item 50 of Part B, Table 3 shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
 - 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 51 of Part B, Table 3 shall be paid.
 - 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
 - 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 52 of Part B, Table 3 clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
 - 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 53 of Part B, Table 3 shall be paid.
 - 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.

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

- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees will be entitled to an allowance as set out in Item 50 of Part B Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item 50 of Part B, Table 3.

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

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 14 March 2008 (365 I.G. 181), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Industry (formerly Department of Land and Water Conservation). Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award 2017.

9. Overtime

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

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

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

9.3 Call Back:

9.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

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

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

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 54 of Part B, Table 3 for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

9.4 Saturday Work - Five Day Week:

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

9.5 Standing By:

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

9.6 Meal Hours - General:

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

9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

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

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

9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 55 of Part B, Table 3. After the completion of each four hours on

continuous overtime the employee shall be paid the allowance rate specified in Item 54 of Part B, Table 3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

9.9 Transport of Employees:

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

9.10 Compulsory Overtime:

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

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's health and safety,
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

9.11 Cribs:

9.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 2, Hours, Day Workers and Clause 10, Shift Work, of this award.

9.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

9.12 Limitation of Overtime:

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

9.13 Availability Allowance - Roads and Maritime Services (RMS)

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

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

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

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

10. Shift Work

PART A

OTHER THAN CONSTRUCTION WORK

(a) Definitions

10.1 For the purpose of this clause

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

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

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

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

(b) Hours - General

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

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

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

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

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

Hours

(a) Continuous Work Shifts And

(b) Other Than Continuous Work Shifts

Hours - Continuous Work Shifts

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

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

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

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

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

Hours - Other than Continuous Work

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

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

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

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

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

10.8.4 Rosters

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

10.8.5 Variation by Agreement

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

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

10.8.6 Afternoon or Night Shift Allowances

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

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

An employee who -

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

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

10.8.7 Saturdays

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

10.8.8 Overtime

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

10.8.9 Sundays and Holidays

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

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

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

PART B

CONSTRUCTION WORK

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:
- (a) whenever it may be found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction
 - (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9, Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

11. Holidays and Sunday Work

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

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

- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of Clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.

- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

12. Payment of Wages

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

13. Contract of Employment

13.1 Weekly Employment

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

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

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

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

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

13A. School Based Apprentices

(a) Definition

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

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of paragraph (i) of this subclause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

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

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

(e) Conditions of Employment

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

14. Distant Work

14.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.

14.3 Return fares and travelling time need not be paid to an employee who:

- (a) leaves their employment of their own free will; or
- (b) is discharged for misconduct

before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 56 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 57 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 57 of Part B, Table 3.

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

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

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

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

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

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

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

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 58 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

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

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

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

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

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

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

14.8 The provisions of this clause shall apply wherever the employee is engaged.

14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.

14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of Clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

15. Chokages

15.1 If an employee is employed upon any chokage and is required to;

- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
- (ii) or a scupper containing sewerage

- (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 61 of Part B, Table 3 per day or part of a day thereof.

15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 62 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

16. Special Conditions

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

17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 63 of Table 3.

18. Conveniences

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

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

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

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

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

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

19. Piecework

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

20. Damage to Clothing or Tools

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

21. Sharpening Tools

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

22. Special Tools and Clothing

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.

- 22.1.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 61 cm. long, augers, of all sizes, star bits and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.
- 22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances.
- The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
- 22.1.4 Plumber: Metal pots, mandrills, long dummies, stock and dies for iron, copper and brass pipes, cutters, tongs, vices, taps and drills, ratchets, files, cramps caulking tools, hacksaw and blades, welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary, and all shop tools, the usual kit bag of tools only to be supplied by the employee.
- 22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.
- 22.1.6 Sign writers to be supplied with all brushes.
- 22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.
- 22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of Clause 4, Allowances, of this award.
- 22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.
- 22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.
- 22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:
- 22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.
- 22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 64 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 65 of Table 2 of Part B of this award.
- A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 64 rate.
- The right to accrue credit shall commence from the date of request for the boots.
- In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.

22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

ANNEXURE

Authority Form

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

Should the full cost of the boots (\$) not be met by accumulation of credit (at the rate of \$ per week)

from I authorize deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$.

Signed:

Date:

23. Insurance of Tools

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

24. Exhibition of Award

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

25. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 25.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 25.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 25.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

26. Carer's Leave

- 26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:
- (a) a spouse of the officer; or
 - (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
 - (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
 - (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.
- 26.2 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined as above.
 - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.

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

26.3 Time Off in Lieu of Payment for Overtime

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

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

26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

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

26.4 Make-up Time

26.4.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

27. Union Delegates

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

28. Dispute Resolution

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

- 28.1 Procedure relating to a grievance of an individual employee:
- 28.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - 28.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - 28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
 - 28.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - 28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
 - 28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- 28.2 Procedure for a dispute between an employer and the employees:
- 28.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - 28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.
- 28.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Transport of Employee's Tools

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

30. Picnic Day

- 30.1 The first Monday in December of each year shall be the Union Picnic Day.
- 30.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
- 30.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 30.4 Where an employer holds a regular picnic for their employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

- 30.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 30.6 In Departments to which the *Government Sector Employment Act 2013* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

31. General Leave Conditions and Accident Pay

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

(a) Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) Employee's request and the employer's decision to be in writing.

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

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

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(b) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 31.3 (b)(i).

32. Deduction of Union Membership Fees

- 32.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 32.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 32.3 Subject to 32.1 and 32.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 32.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

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

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

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this sub clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

34. Area, Incidence and Duration

34.1 This award shall apply to:

- (a) all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees; and
- (b) any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by the predecessor to this award on that date,

of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Maritime Services and Government organisations to which the *Government Sector Employment Act 2013* applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Maritime Services, and Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.

34.2 This award rescinds and replaces the Crown Employees (Skilled Trades) Award 2018 (384 I.G. 40) published on 29 March 2019 and all variations thereof.

34.3 This award has a nominal term of 12 months from 1 July 2019 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2019.

35. No Extra Claims

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

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

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at 1.7.19 \$	Amount per week from first full pay period on or after 1.7.19 \$
Bespoke Bootmaker	961.80	985.80
Blacksmith	1052.10	1078.40
Body Maker, First Class	1041.60	1067.60
Boilermaker and/or Structural Steel Tradesperson	1041.60	1067.60
Boot or Shoe Repairer	944.10	967.70
Bricklayer	1041.60	1067.60
Bridge and Wharf Carpenter	1041.60	1067.60
Cabinet Maker	1081.00	1108.00
Carpenter and/or Joiner	1041.60	1067.60
Coach and/or Spray Painter	1041.60	1067.60
Drainer	1052.10	1078.40
Electrical Fitter	1110.70	1138.50
Electrical Instrument Fitter	1163.20	1192.30
Electrical Mechanic	1110.70	1138.50
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1184.30	1213.90
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1131.10	1159.40
Electronics Tradesperson	1276.10	1308.00
Farrier	1052.10	1078.40
Fitter	1041.60	1067.60
Forger and/or Faggoter	1041.60	1067.60
French Polisher	1081.00	1108.00
Machinist, A Grade (Woodworking)	1041.60	1067.60
Machinist, First Class (Metal Trades)	1060.20	1086.70
Marker-off	1052.10	1078.40
Mechanical Tradesperson - Special Class (as defined)	1099.60	1127.10
Motor Mechanic	1041.60	1067.60
Painter	1041.60	1067.60
Panel Beater	1041.60	1067.60
Patternmaker	1072.90	1099.70
Plant Electrician	1172.50	1201.80
Plant Mechanic	1041.60	1067.60

Plasterer	1041.60	1067.60
Plumber and/or Gasfitter	1052.10	1078.40
Radio Mechanic or Fitter	1110.70	1138.50
Refrigeration and/or Air Conditioning	1110.70	1138.50
Saw Doctor	1110.70	1138.50
Sawyer, No. 1 Benchperson	1060.20	1086.70
Scalemaker and/or Adjuster	1041.60	1067.60
Scientific Instrument Maker	1072.90	1099.70
Sewing Machine Mechanic	1041.60	1067.60
Sheetmetal Worker, First Class	1099.60	1067.60
Shipwright and/or Boatbuilder	1041.60	1067.60

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at 1.7.19 \$	Amount per week from first full pay period on or after 1.7.19 \$
Signwriter	1072.90	1099.70
Slater and Tiler	1041.60	1067.60
Stonemason	1041.60	1067.60
Stonemason-Carver	1110.70	1138.50
Tilelayer	1041.60	1067.60
Toolmaker	1072.90	1099.70
Toolsmith	1052.10	1078.40
Trimmer (Motor)	1041.60	1067.60
Turner	1041.60	1067.60
Watchmaker	1022.70	1048.30
Welder, Special Class	1052.10	1078.40
Welder, First Class	1041.60	1067.60

WAGES FOR APPRENTICES

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

(i)

Four Year Term	Amount per week as at 1.7.19 \$	Amount per week from first full pay period on or after 1.7.19 \$
1st year	450.30	461.60
2nd year	592.40	607.20
3rd year	758.80	777.80
4th year	875.20	897.10

Wages for apprentices employed by Department of Education and Communities

Four Year Term	Amount per week as at 1.7.19 \$	Amount per week from first full pay period on or after 1.7.19 \$
1st year	485.60	497.70
2nd year	638.80	654.80

3rd year	818.30	838.80
4th year	944.10	967.70

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.17. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.17 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Table 2 - Tool Allowances

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

Clause No.	Tool Allowances	Amount per week as at 1.7.19	Amount per week from first full pay period on or after 1.7.19
		\$	\$
5	Blacksmith	32.30	32.90
	Bodymaker, First Class	32.30	32.90
	Boilermaker and/or Structural Steel	32.30	32.90
	Bricklayer	23.10	23.50
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	32.30	32.90
	Cabinet Maker	13.10	13.30
	Carpenter	32.30	32.90
	Drainer	32.30	32.90
	Farrier	32.30	32.90
	Fitter	32.30	32.90
	Forger and/or Faggoter	32.30	32.90
	Machinist, First Class (Metal Trades)	32.30	32.90
	Machinist (Metal Trades) Special Class	32.30	32.90
	Marker Off	32.30	32.90
	Motor Mechanic	32.30	32.90
	Painter	7.90	8.00
	Panel Beater	32.30	32.90
	Patternmaker	32.30	32.90
	Plant Mechanic	32.30	32.90
	Plasterer	32.30	32.90
Plumber	32.30	32.90	
Plumber and Gasfitter	32.30	32.90	
Plumber, Gasfitter and Drainer	32.30	32.90	
Sewing Machine Mechanic	32.30	32.90	

	Sheetmetal Worker, First Class	32.30	32.90
	Shipwright/Boatbuilder	32.30	32.90
	Signwriter	7.90	8.00
	Slater and Tiler	16.80	17.10
	Stonemason	32.30	32.90
	Stonemason-Carver	32.30	32.90
	Tilelayer	23.10	23.50
	Toolmaker	32.30	32.90
	Toolsmith	32.30	32.90
	Trimmer (Motor)	32.30	32.90
	Turner	32.30	32.90
	Vehicle Builder	32.30	32.90
	Watchmaker	10.60	10.80
	Welder, Special Class	32.30	32.90
	Welder, First Class	32.30	32.90

Tool Allowances - Electrical			
Clause No.	Brief Description	Amount per week as at 1.7.19	Amount per week from first full pay period on or after 1.7.19
		\$	\$
5	Electrical Fitter	20.40	20.80
	Electrical Fitter/Mechanic	20.40	20.80
	Electrical Instrument Fitter	20.40	20.80
	Electrical Mechanic	20.40	20.80
	Electrician in charge of plant having a capacity of less than 75 kilowatts	20.40	20.80
	Electronic Tradesperson	20.40	20.80
	Electrical Instrument Fitter	20.40	20.80
	Plant Electrician	20.40	20.80
	Radio Mechanic and Fitter	20.40	20.80
	Refrigeration and/or Air Conditioning Mechanic	20.40	20.80

Table 3 - Allowances

Clause No.	Brief Description	Amount as at 1.7.19	Amount from first full pay period on or after 1.7.19
		\$	\$
4.2	Carpenter Diver (p.w.)	303.90	311.50
4.4	Electrician who is holder of a NSW electrician's licence:		
	A Grade Licence (p.w.)	50.50	51.80
	B Grade Licence (p.w.)	27.20	27.90
4.5	Lead Burner (p.h.)	1.04	1.07
4.6	Plumber and Drainer when required to act on plumbers licence (p.h.)	1.32	1.35
	gasfitters licence (p.h.)	1.32	1.35
	drainers licence (p.h.)	1.09	1.12
	plumbers and gasfitters licence (p.h.)	1.76	1.80
	plumbers and drainers licence (p.h.)	1.76	1.80
	gasfitters and drainers licence (p.h.)	1.76	1.80
	plumbers, gasfitters and drainers licence (p.h.)	2.43	2.49
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.77	0.79
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	27.40	28.10

4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.40	1.44
4.10	Computing quantities (p.d.)	5.95	6.10
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	47.00 9.45	48.20 9.69
4.12	Registration allowance (p.h.)	1.00	1.03
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.30	1.33
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.82 0.95	0.84 0.97
4.15	Confined spaces (p.h.)	1.01	1.04
4.16	Dirty work (p.h.)	0.82	0.84
	For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.83	0.85
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.82	0.84
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.82	0.84
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.82 0.16	0.84 0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.82 1.01	0.84 1.04
4.19	Handling insulation material (p.h.)	0.99	1.02
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.52 2.02	0.53 2.07
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots(p.h.) when required to work in the rain (p.h.) called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) called upon to work knee-deep in mud or water (p.d.)	0.82 0.82 3.10 6.45	0.84 0.84 3.18 6.61
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	4.16	4.26
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.16	4.26
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.82 0.82	0.84 0.84
4.24	Depth exceeding 3 metres (p.h.)	0.82	0.84
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.)	6.00 1.23	6.15 1.26
	Solid plasterers when working off a swing scaffold (p.h.)	0.16	0.16
4.26	Spray application (p.h.)	0.80	0.82

4.27	Soil pipes (p.h.)	1.01	1.04
4.28	Working on second-hand timber (p.d.)	3.20	3.25
4.29	Roof work:		
	work in excess of 12 metres from the nearest floor level (p.h.)	1.01	1.04
	minimum payment (p.h.)	1.01	1.04
4.30	Electric welding (p.h.)	0.32	0.33
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.)	1.95	2.00
	bridge and wharf carpenter when required to use these tools (p.d.)	1.95	2.00
4.32	Scaffolding rigging (p.h.)	0.82	0.84
4.33	Corrective establishments (p.h.)	2.04	2.09
	Mental institutions (p.h.)	1.57	1.61
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.57	0.58
	Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.52	0.53
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophila (p.h.)	3.80	3.90
4.34	Distant places: in districts as set out in subclause 5.3 (p.d.)	1.55	1.59
	in western division of the state (p.d.)	2.55	2.61
	within the area as set out in subclause 5.36.3 (p.d.)	2.55	2.61
	Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.45	1.49
4.36	Morgues (p.h.)	0.95	0.97
4.37	Application of epoxy based materials or materials of a like nature (p.h.)	1.01	1.04
	Application of such material in buildings which are normally air conditioned (p.h.)	0.70	0.72
	Working in close proximity to employees so engaged (p.h.)	0.82	0.84
4.38	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.)	0.82	0.84
	9 kg or over and up to 18 kg (p.h.)	1.42	1.46
	over 18 kg (p.h.)	2.25	2.31
4.39	Bagging bricks or concrete structures (p.h.)	0.75	0.77
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.75	0.77
4.41	Materials containing asbestos (p.h.)	1.01	1.04
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.40	4.51
4.43	Operation of brick cutting machine (p.h.)	1.01	1.04
4.44	Asbestos eradication (p.h.)	2.72	2.79
4.45	Employee required to work in an Animal House (p.h.)	0.50	0.51
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.82	0.84
6.1	Employee appointed to be in charge of up to and including five employees (p.w.)	51.70	53.00
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	66.20	67.90
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	86.50	88.70
15.1	Chokages pipe or pump (p.d.)	9.55	9.79
15.2	Fouled equipment (p.d.)	9.55	9.79
17.3	First Aid qualifications (p.d.)	3.55	3.64

Application to employees of Department of Education and Communities

Clause No.	Brief Description	Amount per week as at 1.7.19 \$	Amount per week from first full pay \$
5	Tool Allowances - Electrical		
	Radio Mechanic and Fitter	22.30	22.70

Clause No.	Brief Description	Amount as at 1.7.19 \$	Amount from first full pay period on or after 1.7.19 \$
8.1	Excess fares and travelling time to and from place of work	25.10 p.d.	25.60 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	10.00 p.d.	10.20 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	21.15 p.d. 24.50 p.d.	21.50 p.d. 24.90 p.d.
8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	8.35 p.d. 9.90 p.d.	8.50 p.d. 10.10 p.d.
9.3.3	Meal allowance:		
	- after working in excess of four hours	15.60	15.90
	- for each subsequent meal	13.40	13.60
9.8	Tea Money:		
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	15.60	15.90
	- after each four hours on continuous overtime, for each meal	13.70	13.90
14.4	Expenses of reaching home and of transporting tools from distant work	24.30	24.70
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	526.65p.w. 75.25 p.d.	536.10 p.w. 76.60 p.d.
14.6	Camping allowance	30.20 p.d.	30.70 p.d.
14.7	Returning home for the weekend from distant work	41.70	42.50
22.6.2	Supply of boots	38.90	39.60
	Accrual of credit	4.60 p.w.	4.70 p.w.
23.2	Reimbursement for loss of tools	1,873.40	1907.10

P. M. KITE, Chief Commissioner.

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HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 205674 of 2019)

Before Chief Commissioner Kite

11 July 2019

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1	Definitions
2.	Salaries
3.	Salary Sacrifice to Superannuation
4	Conditions of Service
5	Dispute Resolution
6	Salary Packaging
7	No Extra Claims
8	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

PART C - LIST OF AWARDS

PART A

1. Definitions

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

"ADA" means the adjusted daily average of occupied beds calculated in accordance with the following formula:

$$ADA = \text{Daily Average} + \text{Neo-natal Adjustment} + \text{Non-inpatient Adjustment}$$

Where:

$$\text{Daily Average} = \frac{\text{Total Occupied Bed Days for Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$$

$$\text{Neo-natal Adjustment} = \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

$$\text{Non inpatient Adjustment} = \frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$$

Note: Total NIOOS Equivalentents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

"Union" means the Health Services Union NSW and, in relation to Medical Officers, Career Medical Officers, and Medical Superintendents only, the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

2. Salaries

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

3. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 6, Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
- (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, Act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or

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

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 2, Salaries, to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

4. Conditions of Service

- (i) The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018, as varied or replaced from time to time, shall apply to all persons covered by this Award.
- (ii) Conditions of employment relevant to a classification(s) identified within an Award listed in Part C, shall apply.
- (iii) Where inconsistency exists between the conditions provided by this clause, subclause (ii) shall apply.

5. Dispute Resolution

The dispute resolution procedures contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2018, as varied or replaced from time to time, shall apply.

6. Salary Packaging

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive 2018_044 Salary Packaging, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in subclause (iv) below.

- (ii) Where an Employee Elects to Package an Amount of Salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 2, Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive 2018_044 Salary Packaging.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive 2018_044 Salary Packaging, as amended from time to time.

7. No Extra Claims

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

8. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2019 and shall remain in force for a period of one year. The rates and allowances in the second column in Table 1 of Part B - Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2019.
- (ii) This Award rescinds and replaces the Health Professional and Medical Salaries (State) Award 2018 published 5 July 2019 (384 I.G. 647) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

PART B - MONETARY RATES

Table 1 - Salaries and Allowances

Classification	Rate from 01/07/2019 \$ per annum (unless indicated otherwise)	Rate from ffppoa 01/07/2019 \$ per annum (unless indicated otherwise)	
Aboriginal Health Worker			
1st Year	52,898	54,220	
2nd Year	56,022	57,423	
3rd Year	59,095	60,572	
4th Year	62,242	63,798	
5th Year	65,198	66,828	
6th Year	68,294	70,001	
7th Year	71,325	73,108	
8th Year	74,801	76,671	
9th Year	77,909	79,857	
Senior Aboriginal Health Worker			
1st Year	80,971	82,995	
2nd Year	84,112	86,215	
Principal Aboriginal Health Worker			
1st Year	86,483	88,645	
2nd Year	90,219	92,474	
Aboriginal Health Practitioner			
1st Year	59,095	60,572	
2nd Year	62,242	63,798	
3rd Year	65,198	66,828	
4th Year	68,294	70,001	
5th Year	71,357	73,141	
6th Year	74,801	76,671	
7th Year	77,909	79,857	
Aboriginal Health Education Officer Graduate			
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.			
1st Year	(per week)	1167.68	1,196.87
2nd Year	(per week)	1224.25	1,254.87
3rd Year	(per week)	1300.72	1,333.25
4th Year	(per week)	1373.39	1,407.74
5th Year	(per week)	1454.27	1,490.64
6th Year	(per week)	1529.49	1,567.74
7th Year	(per week)	1594.08	1,633.93
8th Year	(per week)	1657.42	1,698.86

9th Year	(per week)	1728.96	1,772.19
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:			
10th Year	(per week)	1816.09	1,861.49
11th Year	(per week)	1903.42	1,951.02

Senior Aboriginal Health Education Officer Graduate			
** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.			
1st Year	(per week)	1902.90	1,950.48
2nd Year	(per week)	1981.73	2,031.27
3rd Year	(per week)	2060.86	2,112.39
Analyst, Chemist, Microbiologist, & Scientific Officer(Transferred Staff of Division of Analytical Laboratories)			
Grade 1			
1st Year		63,015	64,590
2nd Year		65,499	67,136
3rd Year		69,151	70,880
4th Year		74,120	75,973
5th Year		79,372	81,356
6th Year		84,078	86,180
Grade 2			
1st Year		88,193	90,398
2nd Year		90,810	93,080
3rd Year		93,578	95,917
4th Year		97,335	99,768
Grade 3			
1st Year		101,393	103,928
2nd Year		104,614	107,229
3rd Year		106,698	109,365
Grade 4			
1st Year		111,892	114,689
2nd Year		115,284	118,166
3rd Year		117,570	120,509
Grade 5			
1st Year		122,181	125,236
2nd Year		125,842	128,988
Part-Time Graduate Analyst	(per hour)	41.62	42.66
Biomedical Engineer			
Grade 1			
1st Year of service		65,026	66,652
2nd Year of service		68,983	70,708
3rd Year of service		73,739	75,582
4th Year of service		78,801	80,771
5th Year of service and Thereafter		83,896	85,993
Grade 2			
1st Year of service		89,099	91,326
2nd Year of service		91,973	94,272
3rd Year of service		94,855	97,226
4th Year of service and Thereafter		97,719	100,162
Grade 3			
1st Year of service		103,169	105,748
2nd Year of service		106,550	109,214
3rd Year of service		109,951	112,700
4th Year of service and Thereafter		113,808	116,653

Grade 4		
1st Year of service	118,874	121,846
2nd Year of service	122,343	125,402
3rd Year of service and Thereafter	125,783	128,928
Grade 5		
1st Year of service	130,999	134,274
2nd Year of service and Thereafter	133,461	136,798
Grade 6		
1st Year of service	135,948	139,347
2nd Year of service and Thereafter	138,461	141,923
Career Medical Officers		
Grade 1		
1st Year	124,428	127,539
2nd Year	134,032	137,383
3rd Year	139,900	143,398
4th Year	144,623	148,239
5th Year	150,335	154,093
Grade 2		
1st Year	156,117	160,020
2nd Year	160,969	164,993
3rd Year	170,405	174,665
4th Year	185,398	190,033
Senior		
1st Year	199,627	204,618
Thereafter	214,247	219,603
Transitional Grades - only applicable to eligible employees employed on 20/04/2005		
Grade 1	170,405	174,665
Grade 2	185,398	190,033
Grade 3	199,627	204,618
Clerk Of Works		
Clerk Of Works	84,201	86,306
Co-Ordinators		
Group 1 - Cooma, Young, Ballina, Byron, Brunswick, Casino, Kyogle	82,755	84,824
Group 3 - Moree, Tweed Heads, SW Zone - Zone 1, 2 and 5; Grafton, Armidale, Port Macquarie	88,798	91,018
Group 5 - Tamworth	97,068	99,495
Group 6 - Dubbo	101,024	103,550
Allowances-Co-Ordinators		
The Co-ordinators allowance is applicable only to Co-ordinators in AHS and to individuals occupying Coordinators positions as at 30/3/87 who were earning a higher salary including allowances than those determined above as at 30/3/87.		
Future occupants, other than those in AHS, receive the salary for the positions listed above.		
Allowances Co-Ordinators		
Team Leaders Allowance		
In charge of 5-10 staff (per week)	43.20	44.30
In charge of 11-25 staff (per week)	72.00	73.80
In charge of 26-40 staff (per week)	101.00	103.50
In charge of more than 40 staff (per week)	115.40	118.30
Area Co-ordinators Allowance (per week)	158.88	162.90
Drug Alcohol Counsellor Non Graduate		
Grade 1		
1st Year	52,874	54,196
2nd Year	56,014	57,414
3rd Year	59,088	60,565
4th Year	62,207	63,762

5th Year	65,170	66,799
Grade 2		
1st Year	68,283	69,990
2nd Year	71,325	73,108
Allowances - Drug And Alcohol Counsellors - Non-Graduate		
Drug and Alcohol Counsellor - 2 years on maximum (per week)	62.50	64.10
Dental Assistants		
Grade 1		
1st Year	55,989	57,389
2nd Year	57,345	58,779
3rd Year	58,628	60,094
4th Year	60,033	61,534
Grade 2		
1st Year	61,339	62,872
2nd Year	63,662	65,254
3rd Year	65,720	67,363
4th Year	67,538	69,226
Grade 3		
1st Year	74,164	76,018
2nd Year	76,883	78,805
Dental Assistant Supervision Allowance		
2-5 Staff Year (per week)	33.90	34.70
6-10 Staff Year (per week)	48.00	49.20
11-15 Staff Year (per week)	61.20	62.70
16-19 Staff Year (per week)	74.70	76.60
Dental Officers		
Level 1		
1st Year	89,312	91,545
2nd Year	102,905	105,478
3rd Year	109,699	112,441
4th Year	116,490	119,402
Level 2		
1st Year	123,287	126,369
2nd Year	130,082	133,334
Level 3		
1st Year	137,489	140,926
2nd Year	141,625	145,166
3rd Year	144,289	147,896
Level 4		
1st Year	164,735	168,853
2nd Year	169,478	173,715
Dental Officer Management Allowance		
Level 1 (per annum)	6,804	6,974
Level 2 (per annum)	13,739	14,082
Area Director Oral Health Clinical Services		
Level 1 (per annum)	181,036	185,562
Level 2 (per annum)	199,139	204,117
Level 3 (per annum)	229,401	235,136
Dental Specialist		
1st Year of service	155,650	159,541
2nd Year of service	161,667	165,709
3rd Year of service	167,645	171,836
4th Year of service	173,970	178,319
5th Year of service	180,300	184,808

* For supplementary payment in lieu of private Practice or On-call/Recall Allowance refer to Determination - Dental Staff Specialists Part A, B and C		
Senior Clinical Specialist		
Senior Clinical Specialist	189,104	193,832
Dental Specialist Management Allowance		
Dental Specialist Management Allowance (per annum)	10,205	10,460
Dental Technicians		
Trainee		
Stage 1 - (first 6 months)	39,647	40,638
Stage 2 - (6 months to 1 year)	40,994	42,019
Stage 3 - (1 year to 18 months)	45,304	46,437
Stage 4 - (18 months to 2 years)	46,981	48,156
Level 1		
1st Year	61,339	62,872
2nd Year	63,662	65,254
3rd Year	65,720	67,363
4th Year	67,538	69,226
5th Year	72,194	73,999
Level 2		
1st Year	72,194	73,999
2nd Year	74,704	76,575
Level 3		
1st Year	77,211	79,141
2nd Year	82,088	84,140
Level 4		
1st Year	86,081	88,233
2nd Year	87,479	89,666
Level 5		
1st Year	96,184	98,589
2nd Year	100,676	103,193
Deputy Chief Dental Technician (Sydney Dental Hospital - 2008 current occupant only)		
2nd year	97,343	99,777
Dental Prosthetists		
Level 1		
1st Year	77,211	79,141
2nd Year	82,088	84,140
Level 2		
1st Year	86,081	88,233
2nd Year	87,479	89,666
Level 3		
1st Year	96,184	98,589
2nd Year	100,676	103,193
Oral Health Therapists		
Level 1		
1st Year	62,702	64,270
2nd Year	65,063	66,690
3rd Year	69,073	70,800
4th Year	73,818	75,663
Level 2		
1st Year	78,912	80,885
2nd Year	83,918	86,016
3rd Year	88,001	90,201
4th Year	90,843	93,114

Level 3		
1st Year	97,708	100,151
2nd Year	100,979	103,503
Level 4		
1st Year	106,026	108,677
2nd Year	108,677	111,394
Sole Practitioner Allowance (Oral Health Therapist)		
Sole Practitioner Allowance (Oral Health Therapist) (per annum)	6,865	7,037
Director Of Animal Care Westmead		
Director Of Animal Care Westmead	121,002	124,027
Trainee Environmental Health Officer		
1st Year	49,874	51,121
2nd Year	51,710	53,003
3rd Year	53,562	54,901
4th Year	55,042	56,787
Environmental Health Officer		
1st Year	60,942	62,466
2nd Year	63,871	65,468
3rd Year	67,833	69,529
4th Year	71,652	73,443
5th Year	75,879	77,776
6th Year	79,808	81,803
7th Year	83,144	85,223
8th Year	86,469	88,631
9th Year	90,225	92,481
In order to progress to Year 10 of the scale, an Environmental Health Officer must have:		
(i) completed 12 months service at the salary prescribed on the maximum of the scale; and		
(ii) have demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude and qualities of mind warranting such payment.		
After 12 months satisfactory work performance on Year 10, the officer will progress to the year 11 rate.		
Under no circumstances can Environmental Health Officers receive Year 10 or Year 11 rates unless they fulfil these criteria.		
10th Year - Performance Barrier	94,766	97,135
11th Year - Performance Barrier	99,303	101,786
Senior Environmental Health Officer		
1st Year	103,398	105,983
2nd Year	107,534	110,222
Transferred Environmental Health Officer - 35hrs per week		
11th Year - Performance Barrier	99,303	101,786
Transferred Senior Environmental Health Officer - 35hrs per week		
1st Year	103,398	105,983
2nd Year	107,534	110,222
Health Education Officer Non-Graduate		
1st Year of service	52,874	54,196
2nd Year of service	56,011	57,411
3rd Year of service	59,087	60,564
4th Year of service	62,207	63,762
5th Year of service	65,168	66,797
6th Year of service	68,275	69,982
7th Year of service	71,323	73,106
8th Year of service	74,794	76,664
9th Year of service & Thereafter	77,912	79,860

Health Education Officer Graduate		
1st Year of service	60,942	62,466
2nd Year of service	63,871	65,468
3rd Year of service	67,833	69,529
4th Year of service	71,652	73,443
5th Year of service	75,879	77,776
6th Year of service	79,808	81,803
7th Year of service	83,144	85,223
8th Year of service	86,469	88,631
9th Year of service	90,225	92,481
A Graduate Health Education Officer who:-		
(i) has completed 12 months service at the salary prescribed on the maximum of the scale;		
(ii) has demonstrated to the satisfaction of the employer (or Delegate via Grading Committee) by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:		
On Maximum for 12 months	94,766	97,135
and after 12 months service in receipt of this rate, shall be paid the following rate subject to approval of the Grading Committee.		
On Maximum for further 12 months	99,317	101,800
Senior Health Education Officer Non-Graduate		
1st Year of service	80,980	83,005
2nd Year of service and Thereafter	84,161	86,265
Senior Health Education Officer Graduate		
1st Year of service	99,303	101,786
2nd Year of service	103,398	105,983
3rd Year of service and Thereafter	107,534	110,222
Part Time Health Education Officer		
Non-Graduate (per hour)	45.60	40.00
Graduate (per hour)	39.30	47.00
Transferred Health Education Officer - Graduate (As at 01/10/1986)		
9th Year of service	90,225	92,481
On Maximum for 12 months	94,766	97,135
On Maximum for further 12 months	99,317	101,800
Ethnic Health Worker		
Part-time Ethnic Health Worker (per hour)	39.30	40.28
Part-time Ethnic Day Care Co-ordinator (per hour)	39.70	40.69
Hospital Scientists/Medical Technologists		
Chief Hospital Scientist		
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an A.D.A. of occupied beds of:		
Chief Hospital Scientist <200 ADA		
1st Year (per week)	2,207.13	2,262.31
2nd Year (per week)	2,268.53	2,325.25
3rd Year (per week)	2,345.50	2,404.14
If in-charge of other Hospital Scientists or trainees at hospitals having an A.D.A. of occupied beds of:		
Chief Hospital Scientist >200 ADA		
1st Year (per week)	2,345.50	2,404.14
2nd Year (per week)	2,416.85	2,477.27
3rd Year (per week)	2,477.62	2,539.57

Allowances (Hospital Scientist)		
Fellowship of A.I.M.T. Allowance (per week)		
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:	60.30	61.80
Senior Hospital Scientist (Senior Medical Technologist in-charge of section)		
1st Year (per week)	1,872.78	1,919.60
2nd Year (per week)	1,935.29	1,983.68
3rd Year (per week)	1,989.22	2,038.96
Hospital Scientist (Medical Technologist)		
1st Year (per week)	1,201.91	1,231.96
2nd Year (per week)	1,246.81	1,277.98
3rd Year (per week)	1,323.68	1,356.78
4th Year (per week)	1,414.29	1,449.66
5th Year (per week)	1,511.86	1,549.67
6th Year (per week)	1,608.32	1,648.53
7th Year (per week)	1,686.53	1,728.70
8th Year (per week)	1,740.96	1,784.48
Hospital Scientist (Medical Technologist) - United Dental Hospital		
1st Year (per week)	1,201.91	1,231.96
2nd Year (per week)	1,246.81	1,277.98
3rd Year (per week)	1,323.68	1,356.78
4th Year (per week)	1,414.29	1,449.66
5th Year (per week)	1,511.86	1,549.67
6th Year (per week)	1,608.32	1,648.53
7th Year (per week)	1,686.53	1,728.70
8th Year (per week)	1,740.96	1,784.48
Hospital Scientist (Scientific Officer)		
1st Year (per week)	1,872.78	1,231.96
2nd Year (per week)	1,935.29	1,277.98
3rd Year (per week)	1,989.22	1,356.78
4th Year (per week)	2,207.13	1,449.66
5th Year (per week)	2,268.53	1,549.67
6th Year (per week)	2,345.50	1,648.53
7th Year (per week)	2,416.85	1,728.70
8th Year (per week)	2,477.62	1,784.48
Senior or Chief Hospital Scientist (Senior Scientific Officer)		
1st Year (per week)	1,872.78	1,919.60
2nd Year (per week)	1,935.29	1,983.68
3rd Year (per week)	1,989.22	2,038.96
4th Year (per week)	2,207.13	2,262.31
5th Year (per week)	2,268.53	2,325.25
6th Year (per week)	2,345.50	2,404.14
7th Year (per week)	2,416.85	2,477.27
8th Year (per week)	2,477.62	2,539.57
Allowances		
Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.		
Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:		
Senior/Principal H.S. Master of Science (per week)	64.20	65.80

Principal Hospital Scientist (Principal Scientific Officer)			
1st Year	(per week)	2,654.44	2,720.80
2nd Year	(per week)	2,720.65	2,788.68
3rd Year	(per week)	2,793.94	2,863.79
4th Year	(per week)	2,860.46	2,931.98
5th Year	(per week)	2,929.86	3,003.11
6th Year	(per week)	2,998.33	3,073.30
7th Year	(per week)	3,067.52	3,144.21
8th Year	(per week)	3,137.72	3,216.16
9th Year	(per week)	3,205.79	3,285.94
10th Year	(per week)	3,276.72	3,358.65
<p>Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.</p>			
Trainee Hospital Scientist			
1st Year	(per week)	650.15	666.40
2nd Year	(per week)	703.35	720.93
3rd Year	(per week)	809.14	829.37
4th Year	(per week)	927.31	950.50
5th Year	(per week)	1,043.24	1,069.32
6th Year	(per week)	1,149.01	1,177.75
<p>The Commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.</p> <p>Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.</p>			
Senior Hospital Scientist In-Charge of Section			
1st Year	(per week)	1,872.78	1,919.60
2nd Year	(per week)	1,935.29	1,983.68
3rd Year	(per week)	1,989.22	2,038.96
Senior Or Chief Hospital Scientist In-Charge Of Lab			
Less than 200 ADA			
1st Year	(per week)	2,207.13	2,262.31
2nd Year	(per week)	2,268.53	2,325.25
3rd Year	(per week)	2,345.50	2,404.14
More than 200 ADA			
1st Year	(per week)	2,345.50	2,404.14
2nd Year	(per week)	2,416.85	2,477.27
3rd Year	(per week)	2,477.62	2,539.57
Transferred Hospital Scientist (Scientific Officer) - Oliver Lathan Laboratory			
5th Year	(per week)	1,511.86	1,549.67
6th Year	(per week)	1,608.32	1,648.53
7th Year	(per week)	1,686.53	1,728.70
8th Year and Thereafter	(per week)	1,740.96	1,784.48
Transferred Senior or Chief Hospital Scientist (Senior Scientific Officer) - Oliver Latham Laboratory			
1st Year		97,719	100,162
2nd Year		100,981	103,506
3rd Year		103,795	106,390
4th Year		115,165	118,044
5th Year		118,369	121,328
6th Year		122,385	125,445
7th Year		126,108	129,261
8th Year and Thereafter		129,279	132,511

Transferred Hospital Scientist (Scientific Officer) - I.C.P.M.R.			
8th Year	(per week)	1,740.96	1,784.48
Transferred Senior Hospital Scientist (Senior Scientific Officer) - I.C.P.M.R.			
1st Year	(per week)	1,872.78	1,919.60
2nd Year	(per week)	1,935.29	1,983.68
3rd Year	(per week)	1,989.22	2,038.96
4th Year	(per week)	2,207.13	2,262.31
5th Year	(per week)	2,268.53	2,325.25
6th Year	(per week)	2,345.50	2,404.14
7th Year	(per week)	2,416.85	2,477.27
8th Year and Thereafter	(per week)	2,477.62	2,539.57
Library Staff			
Library Assistant			
Year 1		49,287	50,519
Year 2		52,307	53,615
Year 3		55,585	56,975
Year 4		59,728	61,221
Year 5		61,935	63,483
Librarian Grade 1			
Year 1		63,015	64,590
Year 2		66,678	68,345
Year 3		70,450	72,211
Year 4		74,839	76,710
Year 5		78,595	80,560
Year 6		82,332	84,390
Librarian Grade 2			
Year 1		85,785	87,930
Year 2		89,147	91,376
Year 3		93,578	95,917
Year 4		97,335	99,768
Librarian Grade 3			
Year 1		102,457	105,018
Year 2		105,619	108,259
Year 3		109,765	112,509
Year 4		114,150	117,004
Librarian Grade 4			
Year 1		117,570	120,509
Year 2		121,031	124,057
Year 3		124,603	127,718
Year 4		128,485	131,697
Library Technician - Grade 1			
Year 1		63,015	64,590
Year 2		66,678	68,345
Year 3		70,450	72,211
Year 4		74,839	76,710
Medical Officers			
Intern			
Intern		67,950	69,649
Resident			
1st Year		79,648	81,639
2nd Year		87,603	89,793
3rd Year		99,218	101,698
4th Year		107,713	110,406
Registrar			
1st Year		99,218	101,698
2nd Year		107,713	110,406

3rd Year	116,240	119,146
4th Year	124,428	127,539
Senior Registrar		
Senior Registrar	139,900	143,398
For the purposes of calculation of payments to officers pursuant to the provisions of this Award, one hour's pay shall be calculated in accordance with the following formula: Annual Salary x 1/ 52.17857 x 38 and one day's pay shall be calculated by multiplying one hour's pay (as calculated in accordance with the above formula) by 7.6		
Allowances (Medical Officers)		
Higher Medical Qualification Allowance (per week)	58.70	60.20
The above allowance is paid to officers who obtain an appropriate higher medical qualification subsequent to graduation. It does not apply to an officer appointed as a Senior Registrar. The salary prescribed for a Senior Registrar has taken into account that a higher medical qualification is a prerequisite for appointment.		
Higher Medical Qualification Allowance - After 5 Years (per week) The qualification allowance is paid when an officer in his/her fifth and subsequent years of registrar-ship is expected to meet the formal requirements of a higher medical qualification in that year.	29.40	30.10
Part-Time Medical Officers		
(These rates are from Agreement No. 1 of 1975 and are applicable to part-time medical officers employed as at 1 June 1993 who did not elect to convert to permanent part-time employment)		
Less than 3 years post-graduate experience (per hour)	57.50	58.94
More than 3 years post-graduate experience (per hour)	67.40	69.09
More than 6 years post-graduate experience (per hour)	81.10	83.13
Provided that no officer may be employed for more than 24 hours in any period of 7 consecutive days.		
Formula: Part-time Medical Officer with less than 3 years post-graduate experience = 1st year Registrar divided by 52.17857 divided by 38 plus 15%		
Part-time Medical Officer with more than 3 years post-graduate experience = 3rd year Registrar divided by 52.17857 divided by 38 plus 15%.		
Part-time Medical Officer with more than 6 years post-graduate experience = Senior Registrar divided by 52.17857 divided by 38 plus 15%		
Transferred Medical Officers		
Less than 6 years post graduate experience (per hour)	65.29	66.92
6 to less than ten years post graduate experience (per hour)	81.10	83.13
10 years or more post-graduate experience (per hour)	102.80	105.37
Possess Dip. of Psychological Medical (per hour)	96.56	98.97
Dip. of Psychological Medical more than 2 years (per hour)	102.80	105.37
Medical Officer - 5th Schedule - 10th year (per annum)	147,153	150,832
Community Physician		
Community Physician	184,903	189,526

Medical Records Administrator		
1st Year	60,238	61,744
2nd Year	62,686	64,253
3rd Year	65,988	67,638
4th Year	69,025	70,751
5th Year	72,153	73,957
6th Year	75,674	77,566
7th Year and Thereafter	78,870	80,842
Research/Analyst/Specialist Dept. or Section		
Research/Analyst/Specialist Dept. or Section	84,078	86,180
Medical Records Manager		
Grade 1	86,658	88,824
Grade 2	89,680	91,922
Grade 3	93,168	95,497
Grade 4	100,566	103,080
Grade 5	104,073	106,675
Grade 6	107,794	110,489
Grade 7	111,782	114,577
Grade 8	120,356	123,365
Country Regions	104,073	106,675
Medical Superintendents		
Chief Executive Officer		
Level 1	232,929	238,752
- 16% Clinical Loading	37,269	38,200
Level 2	221,965	227,514
- 16% Clinical Loading	35,514	36,402
Level 3	211,000	216,275
- 16% Clinical Loading	33,760	34,604
Level 4	170,845	175,116
- 16% Clinical Loading	27,335	28,019
Level 5	156,235	160,141
- 16% Clinical Loading	24,998	25,623
Medical Super/Deputy Chief Executive Officer		
Level 1	221,965	227,514
- 16% Clinical Loading	35,514	36,402
Level 2	211,000	216,275
- 16% Clinical Loading	33,760	34,604
Level 3	196,397	201,307
- 16% Clinical Loading	31,424	32,209
Level 4	156,235	160,141
- 16% Clinical Loading	24,998	25,623
Level 5	148,927	152,650
- 16% Clinical Loading	23,828	24,424
Deputy Medical Superintendent		
Level 1	196,397	201,307
- 16% Clinical Loading	31,424	32,209
Level 2	170,845	175,116
- 16% Clinical Loading	27,335	28,019
Level 3	156,235	160,141
- 16% Clinical Loading	24,998	25,623
Assistant Medical Superintendent		
Level 1		
1st Year	163,548	167,637
- 16% Clinical Loading	26,168	26,822
2nd Year	170,845	175,116
- 16% Clinical Loading	27,335	28,019

Level 2		
1st Year	148,927	152,650
- 16% Clinical Loading	23,828	24,424
2nd Year	156,235	160,141
- 16% Clinical Loading	24,998	25,623
Level 3		
1st Year	141,642	145,183
- 16% Clinical Loading	22,663	23,229
2nd Year	148,927	152,650
- 16% Clinical Loading	23,828	24,424
Level 4		
1st Year	127,026	130,202
- 16% Clinical Loading	20,324	20,832
2nd Year	134,335	137,693
- 16% Clinical Loading	21,494	22,031
Clinical Superintendent		
Level 1		
1st Year	148,927	152,650
- 16% Clinical Loading	23,828	24,424
2nd Year	156,235	160,141
- 16% Clinical Loading	24,998	25,623
Level 2		
1st Year	141,642	145,183
- 16% Clinical Loading	22,663	23,229
2nd Year	148,927	152,650
- 16% Clinical Loading	23,828	24,424
Allowances (Medical Superintendents)		
16% Clinical Loading - Medical Superintendents are paid a salary supplement of 16% of the appropriate base Award salary as varied from time to time with respect to their clinical work performed as part of their function. The qualification allowance shall only apply to those officers who were receiving this allowance as of April 1986 and have continued to remain in the position held by them as of that date.		
Higher Medical Qualification Allowance - Where an officer holds a higher medical qualification relevant to his/her hospital work (per week) (Medical Superintendents)	52.70	54.00
Diploma Hospital Administration issued AIHA (per week)	31.00	31.78
Diploma or Degree Hospital Administration from a University - where the officer has no higher medical qualification, but holds a diploma or degree in Hospital Administration (per week)	31.00	31.78

Hospitals are graded at level indicated below:

Level 1 - Royal Prince Alfred Hospital, Prince Henry/Prince of Wales Hospital Group, Royal North Shore Hospital, The Parramatta Hospitals, Royal Newcastle Hospital

Level 2 - St. Vincents Hospital, Darlinghurst, St. George Hospital, Royal Alexandra Hospital for Children

Level 3 - Sydney Hospital, Hornsby & Ku-Ring-Gai Hospital, Wollongong Hospital, Bankstown Hospital, Blacktown District Hospital, Gosford Hospital, Liverpool Hospital, Mater Misericordiae Hospital - Waratah, Sutherland Hospital, Royal Hospital for Women, Tamworth Group, Moree Group, Armidale Group, Maitland Group.

Level 4 - Albury Base Hospital, Auburn District Hospital, Balmain District Hospital, Broken Hill & District Hospital, Canterbury Hospital, Cessnock District Hospital, Dubbo Base Hospital, Fairfield District Hospital, Grafton Base Hospital, Lewisham Hospital, Lismore Base Hospital, Mater Misericordiae Hospital - North Sydney, Manning River District Hospital, Mount Druitt Hospital, Nepean District Hospital, Orange Base Hospital, Ryde Hospital, Wagga Wagga Base Hospital, Port Kembla District Hospital, Manly District Hospital, St. Margaret's Hospital for Women, Mona Vale District Hospital, Wallsend Hospital, Goulburn Group, Queanbeyan Group, Bega Group, Young Group, Hastings Valley, Group, Macleay Valley Group.		
Level 5 - Langton Clinic, Royal Ryde Homes, Griffith Base Hospital, Western Suburbs Hospital, Bathurst District Hospital, Blue Mountains District Anzac Memorial Hospital, Camden Hospital, Lithgow District Hospital, Marrickville District Hospital, Royal South Sydney Hospital, St. Joseph's Hospital - Auburn, St. Luke's Hospital, Hawkesbury District Hospital, Harbour District Hospital, Campbelltown District Hospital, Rachel Forster Hospital.		
Medical Administration Training Scheme		
1st Year	120,665	123,682
2nd Year	127,026	130,202
3rd Year	141,642	145,183
4th Year	148,927	152,650
5th Year	156,235	160,141
6th Year	163,548	167,637
7th Year	170,845	175,116
Exception of Annual Leave & Clinical Loading		
Annual Leave entitlement is 4 weeks		
No Clinical Loading is payable.		
Music Therapist Unqualified		
1st Year (per hour)	29.21	29.94
2nd Year (per hour)	29.83	30.58
3rd Year (per hour)	30.34	31.10
Nurse Counsellor Non-Graduate		
1st year of service	55,182	56,562
2nd year of service	57,786	59,231
3rd year of service	61,106	62,634
4th year of service	64,176	65,780
5th year of service	67,466	69,153
Nurse Counsellor Graduate		
1st year of service	61,511	63,049
2nd year of service	64,463	66,075
3rd year of service	68,505	70,218
4th year of service	72,150	73,954
5th year of service	76,443	78,354
6th year of service	79,895	81,892
7th year of service	83,163	85,242
8th year of service	86,073	88,225
9th year of service	90,247	92,503
Remedial Gymnast (Qualified)		
1st Year	53,405	54,740
2nd Year	55,030	56,406
3rd Year	58,296	59,753
4th Year	61,339	62,872
5th Year	64,472	66,085
6th Year and Thereafter	67,586	69,276
Sessional Rates		
Sessional Music Therapist (per session*)	224.00	229.60
Sessional Occupational Therapist (per session*)	224.00	229.60
Sessional Orthoptist (per session*)	224.00	229.60

Sessional Physiotherapist (per session*)	224.00	229.60
Sessional Podiatrist (per session*)	224.00	229.60
Sessional Speech Pathologist (per session*)	224.00	229.60
*Session = 3½ hours		
Sexual Assault Workers - Non-Graduate		
Grade 1		
1st Year	52,868	54,190
2nd Year	56,014	57,414
3rd Year	59,087	60,564
4th Year	62,206	63,761
5th Year	65,166	66,795
Grade 2		
1st Year	68,275	69,982
2nd Year	71,318	73,101
Social Educators		
1st Year	63,871	65,468
2nd Year	67,833	69,529
3rd Year	71,652	73,443
4th Year	75,877	77,774
5th Year	79,808	81,803
6th Year	83,114	85,223
7th Year	86,471	88,633
8th Year and Thereafter	90,225	92,481
Program Director		
1st Year	114,908	117,781
2nd Year	117,570	120,509
Welfare Officers - Non-Graduate		
Grade 1		
1st Year	52,868	54,190
2nd Year	56,014	57,414
3rd Year	59,087	60,564
4th Year	62,206	63,761
5th Year	65,166	66,795
Grade 2		
1st Year	68,275	69,982
2nd Year	71,318	73,101
Allowance (Welfare Officer)		
Welfare Officer - Non-Graduate 2 years on maximum (per week)	66.50	68.20

PART C - LIST OF AWARDS

Awards as varied or replaced from time to time.

Public Hospitals Medical Superintendents (State) Award 2018

Public Hospital Career Medical Officers (State) Award 2018

Public Hospital Medical Officers (State) Award 2018

Hospital Scientists (State) Award 2018

Public Hospitals Professional Engineers (Biomedical Engineers) (State) Award 2018

Public Hospitals Librarians (State) Award 2018

Public Hospitals Medical Record Librarians Award 2018

Public Hospitals Dental Assistants (State) Award 2018

Health Employees Oral Health Therapists (State) Award 2018

Health Employees Dental Officers (State) Award 2018

Health Employees Dental Prosthetists and Dental Technicians (State) Award 2018

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**HIGHER SCHOOL CERTIFICATE MARKING AND RELATED
CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD
2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Chief Executive of the New South Wales Education Standard Authority.

(Case No. 2019/355115)

Before Commissioner Constant

22 November 2019

AWARD

Clause No. Subject Matter

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2. Intention
3. Definitions

**SECTION 2 - CONDITIONS OF MARKING AND
RELATED MATTERS**

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5. Marking of Written Papers
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15. Rates of Pay and Allowances
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SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary,
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Table 2 - External and Corporate Per Unit Marking Rates

Table 3 - Languages Other Than English (LOTE) Examiners
Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates to Apply to Corporate Onscreen
Marking

SECTION 1 - THE AWARD

1. Title

This award shall be known as the (Higher School Certificate Marking and Related Casual Employees) Rates of Pay and Conditions Award 2019.

2. Intention

- 2.1 This award provides for increases in rates of pay and those allowances that are not regulated by other instruments consistent with the NSW Public Sector Wages Policy 2011.
- 2.2 The increases in the rates of pay and allowances in Schedule 1 arise from a net increase of 2.5% per annum.

3. Definitions

- 3.1 "the Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.3 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013* The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 3.4 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations , whether written or other, carried out at centres designated by the Chief Executive Officer during the day and night.
- 3.5 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question .
- 3.6 "Executive Director" means the person holding or acting in the Senior Executive position appointed with responsibility for the Higher School Certificate programs pursuant to the *Government Sector Employment Act 2013*. Reference to the Executive Director may from time to time refer to his/her delegate, meaning a person delegated by the Executive Director to perform functions associated with the position.
- 3.7 "External Marker" means a person employed as such to undertake a program of marking of the HSC and paid by the number of questions, papers or parts of papers marked, with additional payment on an hourly basis for briefing and pilot marking.

- 3.8 "External Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations , whether written or other, where the responses are collected by or delivered to the markers to mark in their own time, and at individual locations including domestic locations.
- 3.9 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.10 "Employees" means Markers, External Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, LOTE Examiners and LOTE Casuals.
- 3.11 "HSC" means the Higher School Certificate examination.
- 3.12 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations , whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.13 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.14 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer. LOTE Casuals do not assign marks.
- 3.15 "Marker" means a person employed as such for the purpose of Corporate marking, External marking or Itinerant marking.
- 3.16 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.17 "NESA" means the NSW Education Standards Authority a statutory body corporate established by section 4 of the *Education Standards Authority Act 2013*.
- 3.18 "Onscreen Marking" means the marking of examination responses provided to Marking Staff or External Markers via the internet or a computer network.
- 3.19 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.
- 3.20 "Parties" means the Chief Executive Officer and the unions.
- 3.21 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.22 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the Chief Executive Officer.

- 3.23 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch, the NTEU New South Wales and the Independent Education Union.

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
 - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

5. Marking of Written Papers

- 5.1 Pen-and-paper marking is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and either 8.30 am and 4.30 pm or 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
 - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
 - (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.
- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 Onscreen Marking of HSC papers and questions, on a Corporate or External Marking basis will be used for those subjects, courses or questions as determined by the Chief Executive Officer, at his or her discretion without limit each year.

- 5.6 Each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

6. Privacy

The parties note the regulations to the *Education Act 1990*.

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking Staff

7.1 Marking Staff

Without limiting the generality of clause 7.2, the duties of marking staff involve attendance at designated venues or external settings for External Markers according to a program determined by the Chief Executive Officer comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and external settings.

7.2. Duties as Directed

- (a) The Chief Executive Officer, or his/her delegate, nominee or representative, may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the Chief Executive Officer pursuant to paragraph (a) of this clause shall be consistent with the Chief Executive Officer's responsibility to provide a safe and healthy working environment.

8. Hours of Work

8.1 The ordinary hours of work for Employees shall be:

- (a) Monday to Friday Corporate Marking HSC:
 - (i) 9 am to 5.30 pm;
 - (ii) 4 pm to 9 pm.
- (b) Saturday Corporate Marking HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 8.30 am to 4.30 pm or 9 am to 5 pm.
- (c) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
- (d) External Marking - outside the hours midnight to 6 am. At the request of Markers, Supervisors of Marking may request the Executive Director to vary the hours of work for particular subjects to outside the hours midnight to 5 am.

8.2 Provided that, with the exception of External Markers, all other Employees will be entitled to a meal break of either a half-hour, if agreed by a majority of markers at the initial briefing session by vote supervised by the Supervisor of Marking, or one-hour between the hours, as applicable, of:

- (a) 12.30 pm to 2 pm, Monday to Friday;

- (b) 6 pm to 7.30 pm, Monday to Friday;
 - (c) 12.30 pm to 2 pm, Saturday.
- 8.3 With the exception of External Markers, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of External Markers, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Executive Director to vary the hours of work for that subject as follows:
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
 - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
 - (c) If a half hour meal break is elected pursuant to clause 8.2, either commencing work a half hour later or finishing work a half hour earlier.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Executive Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.
- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking and the Executive Director to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of:
- (a) 9 am to 5.30 pm weekdays until 6.30 pm
 - (b) 9 am to 5 pm Saturday until 6.30 pm
 - (c) 8.30 am to 4.30 pm Saturday until 6.00 pm

then a further meal allowance is payable notwithstanding the provisions of clause 15.5.

9. Provision of Facilities

- 9.1 Tea/Coffee
- 9.1.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.
 - 9.1.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.
 - 9.1.3 Employees will supply their own cups for tea and coffee during the employment.
- 9.2 Work Health and Safety

9.2.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with work health and safety legislation standards.

9.2.2 The parties to the award will monitor and address any work health and safety issues arising from the implementation of onscreen marking.

9.3 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Unless marking in an External marking setting employees will carry identification cards at all times during the marking process. Employees will replace photographs in the event of the loss of a card.

9.4 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Executive Director's nominee. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

10.1.3 Demonstrated high level organisational, management and leadership skills. eg. position on staff.

10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.

10.1.5 Qualifications in the subject - university degree or recognised equivalent.

10.1.6 Membership of professional bodies associated with the subject, e.g. curriculum committees, professional associations, etc.

10.2 Criteria for Marker Selection

10.2.1 NESAs will ensure that subject specific criteria used by the Supervisor of Marking (SOM) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers.

10.2.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker.

10.2.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.

10.2.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.

- 10.2.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker.
- 10.2.1.5 Current position within the school - School Principals are not eligible for appointment as a marker. Preference is given to teachers directly involved in the organisation and teaching of the subject.
- 10.2.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.
- 10.2.1.7 Turnover of markers - Where there are sufficient suitable applicants a minimum of 10 per cent of markers appointed each year will not have marked previously. This is a policy aimed at increasing the pool of teachers with marking experience in each subject.
- In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking may be applied.
- 10.2.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.
- 10.2.1.9 Previous satisfactory marking - Although previous marking experience should be considered in determining an applicant's qualifications for appointment, NESAs will not automatically reappoint a marker from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.
- 10.2.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if NESAs deem their experience relevant to the marking program.
- 10.2.1.11 Distance - Appointment of markers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.
- Applicants who live a long distance from the marking centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.
- 10.2.1.12 Declaration and approval - The application must include a declaration by the Principal or Dean of Studies at TAFE or relevant supervisor that
- (i) the information provided by the applicant is, to the best of their knowledge, correct;
 - (ii) the application is approved.
- 10.2.1.13 Selection of markers is based on the information provided on the application. NESAs will not contact an applicant who has not provided information that is crucial in determining that person's eligibility. Applicants are responsible for providing complete and accurate information.
- 10.2.1.14 If a marker's application is submitted after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.

- 10.2.1.15 In selecting markers, consideration will be given to a balanced representation of markers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.2.2 Criteria Specific to Marker Selection -

- 10.2.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.2.2.2 Appointed markers will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment when submitting their application. Applicants who do not agree to the conditions of employment will not to be appointed.

10.3 Criteria Specific to Selection of Marking Staff for Onscreen Marking

Markers applying for onscreen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

10.4 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the Chief Executive Officer.

13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC marking. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;
- (iii) an indication of his/her attendance record throughout the marking;
- (iv) a written comment describing his/her performance throughout the marking; and for Senior Markers
- (v) an indication of his/her performance relating to leading a marking team, the production of marking kits and monitoring marking.

14. Family Leave Provisions

14.1 The Chief Executive Officer must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

The rights of an employer in relation to engagement and re-engagement of Employees are not affected, other than in accordance with this clause.

14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in sub-clause 14.3, and the notice requirements set out in sub-clause 14.4.

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or 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

14.2.2 The Chief Executive Officer and the Employee shall agree on the period 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 Employee is not entitled to any payment for the period of non-attendance.

14.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

14.3 The Employee, shall if required,

14.3.1 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

14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an 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.

14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

14.5 Bereavement entitlements for Employees

14.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

14.5.2 The Chief Executive Officer 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 agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances

15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Table 2 - External and Corporate Per Unit marking rates

Table 3 - Languages other than English (LOTE) Examiner Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates floor to apply to Corporate Onscreen Marking (2019 only)

15.2 Rates of Pay

Subject to the provisions of clause 15.2.7:

15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.

- 15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.
- 15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 15.2.2 applies.
- 15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.
- 15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at Table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 15.2.2 by $5\frac{1}{2}$ being the number of paid hours compensated by the Weekday Supplementary rates.
- 15.2.6 External Per Unit Marking Rates:
- (a) Where marking is conducted in an External marking mode the rates for such External marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
 - (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in clause 15.2.7(c) or in Table 2.
 - (c) For Onscreen HSC marking, other than Mathematics, Mathematics Extension 1 and Mathematics extension 2, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
 - (d) Corporate Onscreen HSC markers remuneration will be based on the greater of:
 - (i) the total number of papers or questions marked onscreen multiplied by the applicable Per Unit Rate of Pay; and,
 - (ii) the total hours of overall Onscreen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of Onscreen Marking undertaken by individual markers will be the elapsed time of Onscreen Marking as recorded by NESAs onscreen marking software for each marker.
- 15.2.7 Marking staff engaged in External Onscreen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4 item 6 of Schedule 1.
- 15.2.8 Senior Markers may choose to engage in External Onscreen Marking as Markers outside the fixed hours provided at clause 8 and will be remunerated according to the per unit rate of pay as per Table 2 Schedule 1.
- 15.2.9 Senior Markers engaged in corporate or external onscreen marking and working as Senior Markers according to fixed hours will be remunerated according to Table 1 Schedule 1.

15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

15.4 Minimum Payments

15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of clause 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.

15.4.2 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

15.4.3 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.

15.4.4 Corporate Markers engaged

(a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,

(b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.

15.4.5 Itinerant Markers engaged:

(a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,

(b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.

15.4.6 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre early and works less than the minimum payment hours.

15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day of corporate marking (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for LOTE Examiners and LOTE Casuals.

15.6 Travel Allowances

15.6.1 Travelling allowances for all Employees engaged in corporate marking, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

15.8 The allowances contained in subclauses 15.5, 15.6 (except for the allowances payable pursuant to subclause 15.6.3(c) and 15.6.4) and subclause 15.7 shall be adjusted in accordance with the rates as approved from time to time by the Secretary, NSW Treasury. (The allowances payable pursuant to subclause 15.6.3 (c) and 15.6.4 shall be adjusted in accordance with pay increases to this award).

16. Deduction of Unions' Membership Fees

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

17. Superannuation

- 17.1 All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 15.2 Rates of Pay.

18. Salary Sacrifice to Superannuation

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.

- 18.3 the Employee May Elect to Have the Portion of Payable Salary which is Sacrificed to Additional Employer Superannuation Contributions:

- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

- 18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

- 18.5 Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 18.5 of this

clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives

- 19.1 In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

20. Dispute Resolution Procedures

- 20.1 Subject to the provisions of the *Industrial Relations Act 1996*:
- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
- 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Executive Director with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Chief Executive Officer and the Branch Secretary, Division Secretary and General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.
- 20.2 Whilst the procedures outlined in clause 20.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

21. No Further Claims

- 21.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2019 in relation to matters expressly contained in this award.

22. Anti-Discrimination

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

- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

23. Work Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, 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 employer which might otherwise have been carried out by the other employer's own employees.
- 23.2 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 the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 23.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 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.

This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

24. Area Incidence and Duration

24.1 This award:

24.1.1 This award rescinds and replaces the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2017 published 18 August 2017 (381 I.G. 483).

24.1.2 This award shall commence on 1 January 2019 with a nominal term until and including 31 December 2019.

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

24.2 Covers all casual employees employed by NESA pursuant to the Act engaged to mark the Higher School Certificate examinations at various locations determined by the Chief Executive Officer, NSW Education Standards Authority.

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates:

Classification	Weekday Rates		Weekday Supplementary Rates		Weeknights and Saturday Rates		Sunday Rates	
	Per Hour from		Per Day from		Per Hour from		Per Hour from	
	1/7/18	1/7/19	1/7/18	1/7/19	1/7/18	1/7/19	1/7/18	1/7/19
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Marker	81.52	83.56	79.01	80.99	90.80	93.07	122.23	125.29
LOTE Examiner	-	-	79.01	80.99	90.80	93.07	122.23	125.29
LOTE Casual	81.52	83.56	-	-	90.80	93.07	122.23	125.29
Senior Marker	101.16	103.69	93.20	95.53	112.65	115.47	151.75	155.54
Assistant Supervisor of Marking	116.98	119.90	107.81	110.51	130.30	133.56	175.41	179.80
Supervisor of Marking	129.57	132.81	119.40	122.39	144.32	147.93	194.42	199.28

Table 2- External and Corporate Per Unit Marking Rates on and from

HSC	1/7/2019 Rates per mark
(a) Mathematics	
Mathematics Standard 1 Payments will be on a per mark basis	0.2209
Mathematics Standard 2 Payments will be on a per mark basis	0.2209

	1/7/2018 Rates per question	1/7/2019 Rates per question
2-3 Unit paper - Mathematics paper from 2001	4.617	4.732
3 Unit Additional paper - Mathematics Extension 1 paper from 2001	5.005	5.130
4 Unit Additional paper - Mathematics Extension 2 Paper from 2001	5.465	5.602
(b) Other subjects		
Payments will be on a per three hour paper basis		
2 unit paper	29.26	29.99
Extension paper	36.55	37.46

Table 3 - Languages Other than English (LOTE) Examiners Hourly Rates on and from

A. Weekday Examining	1/7/2018 Rates per hour 2.5%	1/7/2019 Rates per hour 2.5%
1. Languages other than English (LOTE) Examiners	14.39	14.75

Table 4 - Other Rates and Allowances

Item No	Clause No.	Brief Description	1/7/18 Amount \$	1/7/18 Amount \$	1/7/19 Amount \$	1/7/19 Amount \$
			(a) Daily Rate \$	(b) Hourly Rate \$	(a) Daily Rate \$	(b) Hourly Rate \$
1	15.7	Travelling Allowance -				
		Capital City Rate	319.05	13.29	321.75	13.41
		Newcastle	299.05	12.46	302.75	12.61
		Wagga Wagga	275.05	11.46	277.75	11.57
		Port Macquarie	289.05	12.04	291.75	12.16
		Maitland	283.05	11.79	285.75	11.91
		Wollongong	286.05	11.92	288.75	12.03
		Orange	286.05	11.92	288.75	12.03
		Broken Hill	270.05	11.25	272.75	11.36
		Dubbo	255.05	10.63	257.60	10.73
		Bathurst	266.05	11.09	268.75	11.20
		Other Country Centres	231.15	9.63	237.60	9.90
2	15.5	Meal Allowance (based on the Overtime Meal rate (which is the same for breakfast, lunch or dinner) provided by The Treasury Review of Meal, Travelling and other Allowances).	2018 30.60		2019 31.25	
3	15.6.1 15.6.3 (a)	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate pursuant to clause (15.8). Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong. Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong	10.88 per day		10.88 per day	

4		Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work:		
(a)	15.6.2	Itinerant markers	0.680	0.680
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 km up to maximum 160 km per day	0.272	0.272
			1/7/2018	1/7/2019
5	15.6.3(c)	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area in excess of 100 km from the marking centre	152.26	156.07
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	240.55 once per engagement	246.56 once per engagement
6	15.2.8	External Onscreen Marking ICT Allowance for use of ICT facilities Broadband	12.93 once per engagement	13.25 once per engagement

Table 5 - Hourly Rates Floor to Apply to Corporate Onscreen marking:

Classification	Weekday Rates		Weekday Supplementary		Weeknights and Saturday Rates		Sunday Rates	
	Per Hour from		Per Day from		Per Hour from		Per Hour from	
	1/7/18	1/7/19	1/7/18	1/7/19	1/7/18	1/7/19	1/7/18	1/7/19
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Marker	80.74	82.76	78.25	80.21	89.94	92.19	121.06	124.09

N. CONSTANT , *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF CUSTOMER SERVICE - SAFEWORK NSW INSPECTORS 2007) REVIEWED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284623 of 2018)

Before Commissioner Webster

10 December 2019

REVIEWED AWARD

Arrangement

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PART B

MONETARY. RATES

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PART A

1. Title

This award will be known as the Crown Employees (Department of Customer Service - SafeWork NSW Inspectors 2007) Reviewed Award.

2. Definitions

"Contract hours" for a full time Inspector, means one fifth of ordinary working hours as prescribed in this award and, for a part time Inspector, means the hours usually worked on the day.

"Competencies" refer to the national competency standards assigned by SafeWork NSW at specific classification levels.

"Daily span of hours" means, for an Inspector required to work flexible hours, the hours that fall within the bandwidth of the flexible working hours scheme of this award, which do not attract payment for overtime and, for an Inspector required to work standard hours, the contract hours defined in this award.

"Inspector" means an employee employed in the SafeWork NSW Branch of the Better Regulation Division of Department of Finance, Services and Innovation under Chapter 1 of the *Government Sector Employment Act 2013* and who occupies a position classified in the Inspector Classifications identified in Table 1 of this award.

"Level" means the salary levels specified in Table 1 of this award.

"Memorandum of Understanding" means the document referred to in this award that specifies the understanding between the parties of the benefits to the parties through the operation of the award, the implementation of the award and the administration of the award.

"Salary scale" means the set of salaries payable under this award and specified in Table 1 of this award.

"Standard hours" are the set and regular hours of SafeWork NSW's operations as determined by SafeWork NSW.

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

"SafeWork NSW" means the SafeWork NSW Branch of the Better Regulation Division of NSW Department of Customer Service.

3. Parties

3.1 The parties to this award are:

- (a) The Industrial Relations Secretary; and
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Salaries and Allowances

4.1 For the purposes of this award, the parties note:

- (a) The former Crown Employees (WorkCover Authority - Inspectors) Award made on 28 November 2003 published 21 May 2004 (344 I.G. 523) is listed in Schedule A and Part B Monetary Rates of the Crown Employees (Public Sector - Salaries 2007) Award published 30 March 2007 (362 I.G. 404).

- (b) The Crown Employees (Public Sector - Salaries 2007) Award provides for a 4% salary increase for Inspectors from the beginning of the first pay period commenced on or after 1 July 2007.
- (c) The 4% salary increase in the Crown Employees (Public Sector - Salaries 2007) Award is the final pay increase arising from the agreement entered into on 21 December 2004 between the New South Wales Government and the Association.
- (d) The increases provided by this award include:
 - i. A compensatory increase of \$4,500 per annum effective from the first pay period commencing on or after 16 November 2006, for changes to the Private Use Motor Vehicle Scheme included in the Memorandum of Understanding.
 - ii. Increases that introduce a new salary structure that provide incremental steps comprising -

4.2 The parties agree that:

- (a) The increases referred to in 4.1(d) above are included in the following tables as follows:
 - i. Table 1 - All salary increases specified in 4.1(d).
 - ii. Table 2 - The increases in allowances specified in 4.1(d) ii. B.
- (b) During the term of this award, variation to the salaries and allowances included in the Tables to this award by way of salary increases or other benefits will be those applied by the Crown Employees (Public Sector Salaries - 20019) Award, or a replacement award.
- (c) The adjustment of an Inspector's salary to the new incremental salary rates referred to in 4.1(d) ii. A, is to be in accordance with Table 3.

4.3 Classifications and Salaries

- (1) The classifications are set out in Table 1 of Part B, Monetary Rates of this award.
- (2) The corresponding salary rates are set by the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.
- (3) The salaries of employees employed are adjusted to the appropriate scale prescribed by the award on the basis of years of service in role or grade.
- (4) In calculating years of service for the purpose of this award the following periods are not taken into account:
 - (a) Any period in respect of which an increment is refused in accordance with clause 14, Increments, of the Government Sector Employment Regulation 2014;
 - (b) Any leave of absence without pay exceeding five days in any incremental year;
 - (c) Any period necessary to give full effect to a reduction in salary imposed under sections 68 Unsatisfactory performance of government sector employees and 69 Misconduct - Public Service and other prescribed government sector employees the *Government Sector Employment Act 2013*.

5. Conditions of Employment

- 5.1 The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 apply to an Inspector except for the following provisions in this award, which replace any respective counterpart provision applying within the relevant clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:

- (a) Flexible working hours.
- (b) Overtime and overtime meal allowances.
- (c) Excess travelling time.
- (d) Annual leave loading.
- (e) Sick leave with respect to the Mutual Leave Fund.

5.2 In the event of any inconsistency or ambiguity that may arise in the application of this award, the relevant provisions of this award will apply before the relevant provisions of Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

6. Hours

- 6.1 The ordinary working hours of an Inspector are 38 hours per week, Monday to Friday.
- 6.2 An Inspector's contract hours for one day are equivalent to 7 hours and 36 minutes, which are used to calculate leave entitlements and for SafeWork NSW to determine the standard hours for an Inspector.
- 6.3 An Inspector's daily span of hours will be either the bandwidth specified under the flexible working hours scheme of this award or the standard hours determined by SafeWork NSW.

7. Flexible Working Hours

- 7.1 The Department of Finance Services and Innovation Flexible Working Hours Agreement 2016 or its replacement will apply to all Inspectors working under this award.

8. Overtime

- 8.1 Eligibility for overtime:
 - (a) An Inspector will be eligible for overtime if they have been directed by their supervisor to work -
 - i. more than 10 hours in one day; or
 - ii. before 6:00am or after 10:00pm; or
 - iii. on a Saturday, Sunday or public holiday.
 - (b) Hours worked under the extended bandwidth will not of itself result in overtime, unless the conditions in (a) apply.
 - (c) An Inspector who is rostered for the After Hours Response Service when "called out" to attend an incident shall be paid a minimum of 3 hours at double time per each separate incident.
- 8.2 An Inspector may be directed to work overtime, provided it is reasonable for the Inspector to be required to do so. An Inspector may refuse to work overtime in circumstances where the working of such overtime would result in the Inspector working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (a) the Inspector's prior commitments outside the workplace, particularly the Inspector's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to the Inspector's health and safety,
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

- (d) the notice (if any) given regarding the working of the overtime, and by the Inspector of their intention to refuse overtime, or
- (e) any other relevant matter.

8.3 Overtime is to be calculated using the formula

$$\frac{\text{Annual Salary} \div 52.17857}{35} = \text{Hourly Rate}$$

8.4 Overtime Meal Allowances:

- (a) The overtime meal allowances for breakfast, lunch and dinner specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will apply.
- (b) Breakfast Allowance - Inspectors are eligible for the allowance for breakfast when they have been directed to work before 6.00am and an expense is actually incurred.
- (c) Lunch Allowance - Inspectors are eligible for the allowance for lunch when they have been directed to work on a Saturday, Sunday or public holiday and commence before 8.30am and finish after 1.30pm or commence after 8.30am and finish after 2.00pm and an expense is actually incurred.
- (d) Dinner Allowance - Inspectors are eligible for the allowance for dinner when they have been directed to work after 6.30pm and an expense is actually incurred.

8.5 Meal breaks are in an Inspector's own time and are not counted towards an Inspector's work time or for the payment of overtime or the accrual of flexible working hours.

9. Excess Travelling Time

9.1 Excess travelling time is the time taken for an Inspector to travel to a work location that is in excess of the time normally taken for the Inspector to travel between their home and their office.

9.2 Compensation for excess travelling time applies when:

- (a) the travel is required to perform SafeWork NSW duties; and
- (b) the travel has had prior approval; and
- (c) the excess travelling time amounts to at least 15 minutes on any one day outside the daily span of hours after deducting the time normally taken for an Inspector to travel between their home and their office.

9.3 Excess travelling time undertaken during the Extended Bandwidth will accrue as hours worked under flexible working hours.

9.4 Excess travelling time undertaken outside the Extended Bandwidth of before 6.00am or after 10.00pm Monday to Friday, or on a Saturday, Sunday or public holiday, or on a non-working day, will be compensated by payment or by leave in lieu at the Inspector's ordinary rate of pay.

9.5 SafeWork NSW will decide which type of compensation to grant, having regard to the needs of the Inspector and SafeWork NSW.

10. Annual Leave Loading

10.1 The salary rates in Table 1 to this award include an amount of 1.5% of the relevant rate to reflect the annualisation of leave loading.

11. Sick Leave - Mutual Leave Fund

- 11.1 This award continues the SafeWork NSW Inspectors' Mutual Leave Fund (the Fund).
- 11.2 The Fund is an additional entitlement to an Inspector's annual sick leave entitlements and will operate as follows:
- (a) Unless otherwise agreed between the parties, a contribution of three days sick leave will be made from an Inspector's annual sick leave entitlement on 1 January each year and pooled in the Fund.
 - (b) These pooled days will accumulate for the life of this award.
 - (c) An Inspector with less than five days sick leave on the 1 January will not be required to contribute any days sick leave for that year but will be required to contribute no more than three days sick leave on 1 January of the following year.
 - (d) Contributions from an Inspector's annual sick leave entitlement -
 - i. will cease when the maximum number of pooled days reaches 2,100 days or more; and
 - ii. will re-start when the number of pooled days reaches 1,500 days or less.
 - (e) An Inspector will be notified regarding further contributions from their annual sick leave entitlement when the minimum number of pooled days has been reached.
 - (f) If the Fund is discontinued for any reason, the accumulated sick leave days will be re-credited to the Inspector's sick leave entitlement to the extent of the contributions made, less the number of days paid to the Inspector from the Fund.
 - (g) An Inspector who transfers to a position within SafeWork NSW not covered by this award, or transfers elsewhere in the Public Service, will have re-credited to the Inspector's sick leave entitlement, the contributions made less the number of days paid to the Inspector from the Fund.
 - (h) An Inspector is entitled to claim from the Fund when -
 - i. their accumulated and annual sick leave entitlement is exhausted; and
 - ii. they have been absent from work due to sickness or injury for 10 consecutive working days, as a qualifying period.
 - (i) SafeWork NSW may, subject to the circumstances of the case such as part time absences for treatment of a chronic illness, reduce or waive the requirement for an Inspector to have been absent from work for the qualifying period of 10 consecutive working days.
 - (j) An Inspector is entitled to claim from the Fund for all days absent from work through sickness or injury, including the 10 consecutive working days qualifying period.
 - (k) A medical certificate must support all days claimed from the Fund.
 - (l) Should the Fund be unable to meet claims because of insufficient pooled days, SafeWork NSW will underwrite any claims until the Fund receives further contributions.

12. After Hours Response Service

- 12.1 An After Hours Response Service will operate to provide a rapid response to an emergency incident that occurs outside SafeWork NSW standard hours and includes the Emergency Telephone and the Asbestos Demolition Response Service.

- 12.2 An Inspector who is rostered for the After Hours Response Service as the After Hours Response Manager or as a Rostered Inspector will be paid the allowances specified in Table 2 of this award.
- 12.3 An Inspector who is rostered for the After Hours Response Service when called out to attend an emergency incident will be paid a minimum of three hours overtime at double time for each separate incident.
- 12.4 Should an Inspector be called out to attend an emergency incident on a public holiday, the Inspector will be paid a minimum of three hours at double time and a half for each separate incident.

13. Motor Vehicles

- 13.1 A motor vehicle will be allocated to an Inspector as a tool of work to enable the efficient and effective operation of SafeWork NSW services.
- 13.2 The motor vehicle allocated to an Inspector will be available for private use by the Inspector, subject to the SafeWork NSW Motor Vehicle Private Use Scheme.
- 13.3 The parties acknowledge that motor vehicles are allocated, along with a package of conditions including a 38 hour week, to enable the efficient and effective operation of services provided by field based inspectors. SafeWork NSW acknowledges that Inspectors originally traded a 35 hour week as well as other trade offs to obtain the conditions in this package.

14. Deduction of Union Membership Fees

- 14.1 The union shall provide SafeWork NSW with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise SafeWork NSW of any change to the amount of fortnightly membership fees made under its rules and any variation to the schedule of union fortnightly membership fees payable shall be provided to SafeWork NSW at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, SafeWork NSW shall deduct union fortnightly membership fees from the pay of any Inspector who is a member of the union in accordance with the union's rules, provided that the Inspector has authorised SafeWork NSW to make such deductions.
- 14.4 Money so deducted from the Inspector's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless SafeWork NSW and the union agree to other arrangements, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an Inspector has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Inspector to make a fresh authorisation in order for such deductions to continue.

15. Classification Structure

- 15.1 The Inspector Classification has two streams, Inspectorial and Managerial, which represent work of either an inspectorial nature or of a managerial nature and reflect the different types of work performed, knowledge required, problem solving skills employed and accountability levels established.
- 15.2 Appointment to and progression within the Inspectorial stream will be in accordance with the provisions contained in clauses 17, 18, 19 and 20 of this award.
- 15.3 Appointment to and progression within the managerial stream will be by merit selection.
- 15.4 Transfer between each stream, will be subject to the follow principles:

- (a) An Inspector in the Inspectorial Stream who is successful in being appointed to a position in the Managerial Stream will transfer to the Managerial Stream position and retain their Inspectorial Stream salary where -
 - i. their Inspectorial Stream salary is higher than the salary for the Managerial Stream position, and
 - ii. the functions and scope of the Managerial Stream position, as determined by SafeWork NSW, enables the Inspector to continue to exercise their Inspectorial skills and knowledge in the field at the level consistent with their Inspectorial Stream salary.
- (b) An Inspector in the Managerial Stream may transfer to a position in the Inspectorial Stream provided that -
 - i. there is an identified need approved by SafeWork NSW, and
 - ii. the Inspector holds the relevant competencies or other qualifications specified for the Inspectorial Stream position to which they are transferred; or,
 - iii. a District Coordinator who has held that position for 3 years and is approved to transfer into the Inspectorial stream may do so without the need to obtain Principal Inspector competencies. Periods of acting as a District Coordinator do not count towards the 3-year period. A District Coordinator 2 will move to the salary rate of a Principal Inspector 2.
- (c) An Inspector transferring to another position within the Inspectorial stream or within the Managerial stream will be subject to procedures determined by SafeWork NSW following consultation with the PSA.

16. Competency Assessment

- 16.1 Progression and appointment to the Inspector Classifications of Senior Inspector, Principal Inspector, Assistant State Inspector and State Inspector will be subject to, amongst other requirements, an Inspector holding the relevant competencies specified in the Memorandum of Understanding that have been awarded by:
- (a) SafeWork NSW in its role as a Registered Training Organisation, or
 - (b) a Registered Training Organisation conducting assessment under the auspices of SafeWork NSW, or
 - (c) any other Registered Training Organisation having the capacity to issue a Statement of Attainment.
- 16.2 SafeWork NSW will ensure that a policy of equal opportunity is applied so that all Inspectors are offered equal access to work of a nature that provides learning and development in the disciplines and fields of knowledge relevant to competency units. This may involve an Inspector changing groups, teams or locations to access these opportunities.
- 16.3 The parties are committed to a process of consultation on the methods to be used to assess an Inspector against a competency unit, with a view to reaching agreement on the methods adopted being:
- (a) fairly and justly applied,
 - (b) regarded by the parties as appropriate for assessment of the Inspector against the relevant competency unit, and
 - (c) consistent with the national guidelines for assessment of competency units contained in appropriate National Training Packages.

16.4 Changes to the competency units selected and assigned at each Inspector classification level:

- (a) will require the parties to consult and reach agreement to those changes.
- (b) will occur in such a way as to ensure that the competency assessment process is fair and just.
- (c) The parties are committed to a process of ensuring that the competency units selected remain relevant and appropriate to the work of an Inspector.

17. Entry Level Inspector

17.1 An entry level Inspector is an Inspector recruited to an Inspector Classification position for which they applied, on a salary level for the position that is commensurate with their skill and experience as determined by SafeWork NSW.

17.2 Probationary appointment and confirmation:

- (a) An entry level Inspector will be appointed on probation for a period of 12 months, or such other period as directed by SafeWork NSW, to -
 - i. undertake training for the Diploma of Government (Workplace Inspection) issued by SafeWork NSW as a Registered Training Organisation, and
 - ii. receive instruction in the conduct and performance of an Inspector.
- (b) The entry level Inspector will be eligible for confirmation of appointment when they have -
 - i. met the standards required within the entry level Inspector's training program, which includes assignments and field activities, and have had their conduct and performance assessed as satisfactory.
 - ii. been assessed and deemed competent for the Diploma of Government (Workplace Inspection).
- (c) The entry level Inspector who has completed a period of probation in a position other than Inspector in SafeWork NSW, or a position in another Department or other New South Wales public authority, and was confirmed in that position, will be regarded as an entry level Inspector and will be required to -
 - i. undertake the training and receive instructions as specified in (a), and
 - ii. satisfy the confirmation of appointment provisions in (b).

17.3 Should an entry level Inspector not satisfy the confirmation of appointment provisions within the 12-month period, SafeWork NSW may extend their probation for a further period or periods considered appropriate by SafeWork NSW to complete the confirmation of appointment requirements, subject to reasonable notice being given to the entry level Inspector.

17.4 Should an entry level Inspector fail to complete the requirements for confirmation of appointment within the extended period, SafeWork NSW will discontinue the provision of training and instructions and will consider the future of their continued employment in SafeWork NSW.

18. Incremental Progression

18.1 Incremental progression as an Inspector from Inspector Level 1 to Inspector Level 2 and subsequently to Inspector Level 3 will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 12 months as an Inspector Level 1, Inspector Level 2, or Inspector Level 3.

- 18.2 Incremental progression within each of the Inspector classifications within the Inspectorial Stream other than Inspector Level 1, Inspector Level 2, or Inspector Level 3, and within the Managerial stream, will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 24 months in the Inspector's classification.

19. Progression to Senior Inspector or Principal Inspector

- 19.1 Progression to Senior Inspector or Principal Inspector will require:
- (a) the Inspector's conduct and performance being assessed as satisfactory, and
 - (b) the Inspector holding relevant competencies for a Senior Inspector or Principal Inspector, whichever applies.

20. Progression to Assistant State Inspector or State Inspector

- 20.1 Progression to Assistant State Inspector or State Inspector will be subject to:
- (a) the Inspector holding the relevant competencies for an Assistant State Inspector or State Inspector, and
 - (b) merit selection.

21. Grievance and Dispute Settling Procedures

- 21.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within SafeWork NSW, if required.
- 21.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 21.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Executive Director or delegate.
- 21.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 21.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Executive Director.
- 21.6 The Executive Director may refer the matter to the Industrial Relations Secretary for consideration.
- 21.7 If the matter remains unresolved, the Executive Director shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 21.8 A staff member, at any stage, may request to be represented by the Union.
- 21.9 The staff member, or the Union on their behalf, or the Executive Director may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

- 21.10 The staff member, Union, SafeWork NSW and the Public Service Commission shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 21.11 Whilst the procedures outlined in subclauses 21.1 to 21.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this award to seek to achieve the objects of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in the effects and it will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of this award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to effect:
- (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 exempt under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 22.6 Notes -
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

23. No Extra Claims

- 23.1 The no extra claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2015) Award shall apply to employees covered by this Award.

24. Area, Incidence and Duration

- 24.1 This award will apply to all Inspectors who occupy a position classified in the Inspector Classifications identified in Table 1 of this award.
- 24.2 This award is made following consent of the parties and rescinds and replaces the Crown Employees (Department of Finance Services and Innovation - SafeWork NSW Inspectors) Award 2007, published 15 January 2016 (378 IG 989).
- 24.3 This award will be effective from the first pay period commencing on or after 16 November 2007.
- 24.4 This award will be in force for a period of three years from 16 November 2007 or until it is varied or rescinded.
- 24.5 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 10 December 2019.

Changes made to this award subsequent to it first being published on 16 November 2007 have been incorporated into this award as part of the review

Table 1 - Inspector Classifications and Salary Scales

Current salaries for classifications covered by this Award are determined by the Crown Employees (Public Sector - Salaries 2019) Award or its replacement and are found in the salary tables attached to that award. The below tables are for historical purposes only.

Inspectorial Stream	Managerial Stream
Level 1	
Level 2	
Level 3	
Senior Inspector 1	
Senior Inspector 2	
Principal Inspector 1	District Coordinator 1
Principal Inspector 2	
Assistant State Inspector 1	District Coordinator 2
Assistant State Inspector 2	
State Inspector 1	Team Coordinator 1

State Inspector 2	Team Coordinator 2
	State Coordinator 1
	State Coordinator 2
	Team Manager 1
	Team Manager 2

4,500 Compensatory Payment

New Salary Structure and Interim payment from 4%

4% Final Payments

Table 2 - After Hours Response Service Allowances

Allowances		
Role	Roster Allowances	Phone Call Disturbance Allowance
	From first pay period commencing 1 July 2007	From first pay period commencing 1 July 2007
After Hours Response Manager	\$116 per week	\$31 per call received up to eight calls in 24 hours
Rostered Inspector	\$116 per week	\$21 per call received up to eight calls in 24 hours

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY)
PROFESSIONAL OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 285893 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title of the Award
2.	Definitions
3.	Salaries
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PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

PART A

1. Title of the Award

This Award shall be known as the Crown Employees (Department of Industry) Professional Officers Award.

2. Definitions

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

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

3. Salaries

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B, Table 1 and Table 2 of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

4. Savings of Rights

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

5. Progression Criteria

- (i) A member of staff who has been in receipt of the maximum salary prescribed for their Grade for 12 months shall be eligible to progress to the next Grade, up to Grade 4, subject to satisfying the progression criteria, other than Research Station Managers.

- (ii) Research Station Managers can be graded at level 3, 4 or 5 of the Professional Officers' scale. Research Station Managers shall commence at the minimum rate of the grade applicable to the role assigned and will only be filled by comparative assessment and demonstrating the ability to undertake the capabilities outlined in the Government Sector Capabilities Framework and the existence of a vacancy.
- (iii) Single graded roles above Grade 4 will only be filled by comparative assessment and demonstrating the ability to undertake the capabilities outlined in the Government Sector Capabilities Framework and the existence of a vacancy.

6. Appeals Mechanism

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

7. Minimum Qualification Requirements and Commencing Rates

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

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

applies for a vacant role at either Grade will have been assessed to hold generic competencies comparable to Levels 7 or 8, of the Australian Qualification Framework (AQF), accredited by the National Training Authority, or to have been assessed as holding generic competencies for Levels 7 and 8 (ASF) which may be developed for National Competency Standards - Public Administration, during the operation of this Award.

8. Allowances

- (i) A member of staff who is assigned to a role in Charge of a Veterinary Laboratory shall be paid an allowance of an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be calculated as part of the members of staff's salary for all purposes.
- (ii) Members of staff assigned to a role in Charge of a Veterinary Laboratory shall be assigned for a period of up to two (2) years, with all future assignments to this role being determined by merit selection following internal advertisement through the relevant Veterinary Laboratory.
- (iii) The allowance referred to in subclause (i) of this clause shall be subject to all adjustments made in relation to Allowances included in the Crown Employees (Public Sector - Salaries 2018) Award, or any other subsequent Award(s) establishing allowances in the public service.

9. Job Evaluation

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

10. Grievance and Dispute Settling Procedures

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

- (ii) A member of staff is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the member of staff to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (iv) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the member of staff may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The member of staff may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (vi) The Secretary may refer the matter to the Secretary for consideration.
- (vii) If the matter remains unresolved, the Secretary shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A member of staff, at any stage, may request to be represented by the Association/Union.
- (ix) The member of staff or the Association/Union on their behalf, or the Secretary may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (x) The member of staff, Association/Union, Department and the Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any member of staff or member of the public.

11. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

12. Deduction of Union Membership Fees

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

13. Area, Incidence and Duration

The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any replacement Awards.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award* published 27 November 2015 (378 I.G. 335), as varied.

The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2018.

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

PART B
MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first pay period to commence on or after 1.07.2018

(A) Full Time		1.7.2018 Annual Rate 2.50% \$	Common Salary Points
Grade 1	Year 1	63,199	46
	Year 2	65,688	50
	Year 3	69,350	56
	Year 4	75,055	64
	Year 5	79,602	70
	Year 6	84,322	76
Grade 2	Year 1	88,450	81
	Year 2	91,072	84
	Year 3	93,848	87
	Year 4	97,616	91
Grade 3	Year 1	101,684	95
	Year 2	104,918	98
	Year 3	107,007	100
	Year 4	110,083	103
Grade 4	Year 1	114,481	107
	Year 2	117,909	110
	Year 3	121,379	113
Grade 5	Year 1	124,965	116
	Year 2	127,460	118
Grade 6	Year 1	131,382	121
	Year 2	135,444	124
Grade 7	Year 1	139,873	127
	Year 2	144,521	130
Grade 8	Year 1	151,580	132
	Year 2	159,218	133
Grade 9	Year 1	167,275	134
	Year 2	175,741	135

(B) Part-Time Hourly Rate Formulae

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

Table 2 - Other Rates and Allowances

Effective from the beginning of the first pay period to commence on or after 1.07.2018

Item No	Clause No	Brief Description	1.7.2018 Amount 2.50% \$
1	8(i)	OIC Veterinary Laboratory	7,458 per annum

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284673 of 2018)

Before Chief Commissioner Kite

27 November 2018

REVIEWED AWARD

Arrangement

PART A

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

**PART B
MONETARY RATES**

- Table 1 - Salaries
- Table 2 - Other Rates and Allowances

PART A

1. Title

This Award shall be known as the *Crown Employees (Department of Industry) Domestic Services Officers Award*.

2. Definitions

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

- (ii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iii) "College" refers specifically to either the:
 - Murrumbidgee College of Agriculture, Yanco
 - CB Alexander Agricultural College (Tocal), Paterson or
 - Trangie Research Centre, Trangie

where an accommodation and catering service is provided.

- (iv) "Department" means the Department of Industry, as specified in Schedule 1, Part 1 of the *Government Sector Employment Act 2013*.
- (v) "Domestic Services Officer" means and includes all ongoing full time, ongoing part time, temporary or casual employees, employed under the provisions of the Act, who at the date of the first *Crown Employees (Domestic Services Officers - Department of Agriculture) Award*, published 26 March 1999 (308 I.G. 732) occupied a role of, and were classified as either Porter, Storeman, Pantry man, Steward, First Cook, Second Cook, Third Cook, Fourth Cook, Domestic Assistant, Useful, Kitchen Hand, Butcher, Housemaid, General Services Officer, Kitchen Supervisor, Security Officer, Manager, Catering and Accommodation (Clerk Grade 3), House Supervisor, Assistant House Supervisor; under this Award, meet the minimum qualification requirements pursuant to clause 5 of this Award.
- (vi) "Employee" for the purposes of this Award means a person employed as an ongoing full time, ongoing part time, temporary or casual employee.
- (vii) "Employer" means the Secretary of the Treasury established under the *Government Sector Employment Act 2013*.
- (viii) "Industrial Relation Secretary" means the Secretary of the Treasury as established under the *Government Sector Employment Act 2013*.
- (ix) "Job Evaluation" means a methodology agreed between the Department and the relevant unions to grade Domestic Service Officer roles under this Award.
- (x) "Normal Work" as defined in clause 14, means the duties, responsibilities and capabilities contained in the relevant Role Description of employees at the time of a Grievance, Dispute or Difficulty.
- (xi) "Public Service" means the Public Service of New South Wales as defined in the *Government Sector Employment Act 2013*.
- (xii) "Regulation" means the *Government Sector Employment Regulation 2014*.
- (xiii) "Role" means a role that an employee has been assigned to as defined in the *Government Sector Employment Act 2013, the Regulation and Rules*.
- (xiv) "Rules" means the *Government Sector Employment (General) Rules 2014*.
- (xv) "Salary Rates" means the ordinary time rate of pay for the employees grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.
- (xvi) "Secretary" means the Secretary of the Department of Industry as specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (xvii) "Service" means continuous service for salary purposes.

(xviii) "Union" means United Voice, the union formerly known as the Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch.

3. Salaries

This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B, Table 1 and Table 2 of this award are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2018) Award or any award replacing it.

4. Saving of Rights

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

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

Level 1 (Kitchen/Accommodation Services)

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

Level 2 (Cook)

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

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

Level 3 (Security)

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

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

Level 4 (Supervisory)

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

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

Level 5 (Managerial)

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

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

6. School Based Apprentices

(a) Definition

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

(b) Wages

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

(c) Progression through the Wage Structure

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

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

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

- (e) Conditions of Employment

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

7. Hours of Work

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

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

exceed 152 hours in any one four week period,

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

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

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

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

- (vii) Where the day off provided under subclause (vi) of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- (viii) An employee who has not worked, or is not regarded by reasons of subclause (ii) or (iii) of this clause as having worked, a complete four week cycle shall receive pro-rata accrued entitlements in respect of the rostered day off.

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

8. Allowances

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

(a) Qualification

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

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

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

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

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

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

(b) Shifts

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

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

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

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

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

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

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

(c) Broken Shifts

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

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

9. Work Performed on Weekends

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

Saturday Work	time and one half
Sunday	double time

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

10. Leave

(i) General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Act, Regulation and Rules* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and any variation or replacement Award.

(ii) When Colleges are in recess and it is necessary to stand down staff, employees employed in such colleges shall be paid half ordinary pay for the period during which they have been stood down,

provided that they have been continuously employed for the college term immediately preceding and for the college term immediately following the period of recess.

- (iii) During any period of annual leave taken by an employee that employee shall be paid, in addition to his/her ordinary rate of pay prescribed in clause 3, Salaries, any amount in respect of shift penalties to which he/she would have become entitled had he/she not proceeded on annual leave. Such shift penalties to be calculated in accordance with his/her roster or projected roster for the period of annual leave.
- (iv) Employees who are regularly rostered to perform rostered duty on Sundays and Public Holidays shall be granted additional leave on the following basis:

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

11. Call Back

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

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

12. Job Evaluation

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

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

- (a) will examine the feasibility of initiating work redesign changes to the role in order to seek to justify the role’s salary range at its existing grading level, or;

- (b) adhere to existing statutory and related Public Service policies on filling regraded roles if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

13. Above Level Assignment Allowance

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

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

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

14. Public Service Holiday

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

15. Deduction of Union Membership Fees

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

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

16. Part-Time Employees

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

17. Anti-Discrimination

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

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

18. Area, Incidence and Duration

The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector Employment (General) Rules 2014*, , *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any Awards replacing these Awards.

The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the *Industrial Relations Commission of New South Wales* on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2019.

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

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of first pay period to commence on or after 1 July 2018

Domestic Services Officers

(A) Full Time (Old Classifications)		Annual Rate \$ (2.5% increase from FFPP on or after 1 July 2018)	Common Salary Point
Level 1	Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person Boiler Attendant, Fourth Cook General Services Officer Grade 1,	48,119	17
Level 2	Cook 1,2 & 3, Butcher, Kitchen Supervisor General Services Officers Grade 2 General Services Officer Grade 3, Security Officer Grade 1	51,522	23
Level 3	Security Officer Grade 2 Assistant House Supervisor Security Officer Grade 3	55,212	31
Level 4	House Supervisor	62,113	44
Level 5	Manager Catering and Accommodation	79,602	70

(B) Part-Time Hourly Rate Formulae

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

(C) Apprentice Cook - \$ PW

1st Year	\$ 510.51
2nd Year	\$ 673.88
3rd Year	\$ 833.49
4th Year	\$ 975.55

Table 2 - Other Rates and Allowances

Effective from the beginning of first pay period to commence on or after 1 July 2018

Item No.	Clause No.	Brief Description	Amount \$
1	8 (a)	Qualification - Commercial Cookery Trade Course Stage I	895.86 p.a.
2	8 (a)	Qualification - Commercial Cookery Trade Course Stage II and III	1,798 p.a.
3	8 (c)	Broken Shift	15.13 per day

P. M. KITE , *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284682 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

Table 2- Other Rates and Allowances

Attachment A - Fisheries Technician Classification - Competency Standards

Attachment B - Fisheries Officer Classification -Competency Standards

PART A

1. Title

This Award shall be known as the Crown Employees (Department of Industry) Fisheries Employees Award.

2. Parties to the Award

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

3. Definitions

"AFMA" means the Australian Fisheries Management Authority

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

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

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

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

"FPP" means the first full pay period.

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

"Secretary" shall mean the Secretary of the Department of Industry established under the *Government Sector Employment Act 2013*.

4. Salaries

(i)

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B Monetary Rates, Table 1 and Table 2 of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

(a) Loading for Fisheries Officers -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 hours

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

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

- (b) Fisheries Technicians - Existing employees remain eligible to progress to the maximum rate available in their previous classifications, subject to meeting competency standards.
- (c) Loading for Fish Hatchery Staff - The loading of 11.05 per cent is paid to employees who are required to regularly work outside normal working hours.

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

5. Allowances and Loadings

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

Clause 26:	Travelling Compensation
Clause 27:	Excess Travelling Time
Clause 28:	Waiting Time
Clause 29:	Meal Expenses on One-Way Journeys
Clause 30:	Restrictions on Payment of Travelling Allowances
Clause 31:	Increase or Reduction in Payment of Travelling Allowances
Clause 32:	Production of Receipts

Clause 33: Travelling Distance

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

6. Hours of Work and Working Hours Arrangements

- (a) Flexible Work Hours - The provisions of this clause are available to all employees other than Fisheries Officers, Managers and Assistant Managers at hatcheries and employees covered by Senior Executive arrangements.
 - (i) General - A flexible approach to hours of work will be adopted in relation to working hours and working arrangements within the parameters of the business needs of the Department

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

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

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

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

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

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

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

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

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

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

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

The luncheon period is not part of core time.

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

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

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

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

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

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

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

Contract hours for a settlement period are the normal weekly hours multiplied by four.

When leave for part of a day is involved, the amount of leave to be applied for is to be determined by subtracting the hours worked on that day from the daily contract hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (c) Flexible Working Hours for the Managers and Assistant Managers at Hatcheries - A flexible working hour's system, similar to the provisions set out in sub clause (a) of this clause, will apply to Managers and Assistant Managers of trout hatcheries with the following changes.

The normal working week will be 35 hours spread across Monday to Sunday, - seven days each week.

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

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

7. Housing

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

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

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

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

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

8. Family and Community Service Leave

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

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

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

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

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

9. Consultative Arrangements

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

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

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2018) Award or any variation or replacement Award.

11. Working from Home

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

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

This provision will be managed in accordance with the Department's Working from Home procedure as provided for in the Agile Working Policy IND-P-213 or its replacement.

12. Work and Family Issues

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

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

13. Anti-Discrimination

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

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

14. Deduction of Union Membership Fees

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

15. Area, Incidence and Duration

- (a) The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any awards replacing these awards.

- (b) This Award shall apply to all employees assigned to roles that can be identified as a responsibility of the former NSW Fisheries in the Department of Industry.
- (c) The changes made to the award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2018.
- (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1.07.2018

Administrative and Clerical Officers	Common Salary Point		First full pay period after 1.7.18 Yearly Rate (2.5% increase)e \$
General Scale -			
Year 1	9		41,825
Year 2	17		48,119
Year 3	25		52,456
Year 4	32		55,747
Year 5	40		59,901
Fisheries Officers - Clause 4 (i) (a) 13.7% Salary Loading		Base Salary Yearly Rate First Full Pay Period on or after 1.7.2018 (2.5% increase) \$	13.7% Loaded Salary Yearly Rate \$
Grade 1 -			
Year 1	52	66,871	76,032
Grade 2			
Year 1	58	70,652	80,331
Year 2	64	75,055	85,338
Grade 3 -			
Year 1	64	75,055	85,338
Year 2	67	77,363	87,962
District Fisheries Officer -			
Year 1	78	86,033	97,820
Year 2	85	92,026	104,674
Supervising Fisheries Officer -			
Year 1	101	108,044	122,846
Year 2	104	111,082	112,603
Fisheries Scientific Technician & Fisheries Maintenance Technician			
Grade 1 -			
Year 1		46,192	
Year 2		49,296	
Year 3		52,456	
Year 4		55,520	
Year 5		58,630	
Year 6		61,734	

Grade 2 - Year 1		64,218	
Year 2		67,594	
Year 3		70,977	
Grade 3 - Year 1		74,355	
Year 2		78,184	
Year 3		84,318	
Grade 4 - Year 1		85,846	
Year 2		88,437	
Year 3		91,072	
Grade 5 - Year 1		94,412	
Year 2		97,792	
Year 3		101,684	
Fish Hatchery Staff - Clause 4 (i) (c) 11.05% Salary Loading		Base Salary Yearly Rate \$	11.05% Loaded Salary Yearly Rate \$
Fisheries Hatchery Staff Assistant Manager - Year 1		64,218	71,314
Year 2		67,594	75,063
Year 3		70,979	78,822
Manager - Year 1		74,355	82,571
Year 2		78,184	86,823
Year 3		84,322	93,640
Senior Manager - Year 1		150,164	
Year 2		164,667	

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	FFPP after 1.7.18 (2.5% Increase) Amount \$
1	5(c)	Freezer Inspection Allowance	30.00 for each inspection, for each vessel, for each day
2	5(d)	Regional Dive Coordinator	2,142 pa
3	5(e)	Regional Dive Officer	1,503 pa
4	6(b)	Fisheries Officer - meal allowance where the second break is taken	30.60

ATTACHMENT A

Fisheries Technician Classification - Competency Standards

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

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

Fisheries Technician Grade 1 -

Years 1 - 3

Description: - Training role where technical skills are acquired.

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

Essential qualifications -

School Certificate or equivalent.

Driver's Licence (where appropriate).

Essential qualities -

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

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

Progression criteria -

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

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

Years 4 - 6 -

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

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

Essential qualifications -

Either TAFE Technical Qualification or three years relevant work experience.

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

Essential qualities -

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

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

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

Progression criteria -

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

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

Field related skills -

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

Workshop related skills -

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

Laboratory related skills -

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

Office related skills -

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

Fisheries Technician Grade 2 -

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

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

Essential qualifications -

- TAFE technical qualification or equivalent.
- Relevant work experience.
- Driver's licence and boat licence (where appropriate).
- Additional skills and/or qualifications specific to the role.

Essential qualities -

Ability to work with limited direction and irregular supervision.

Demonstrated problem solving abilities, including modifications to standard procedures.

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

Fisheries Technician Grade 3 -

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

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

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least three years.

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

Additional skills and/or qualifications specific to the role.

Essential qualities -

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

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

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

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

Field related skills -

Coxswain's certificate

First aid certificate

Appropriate commercial diving qualifications

Workshop related skills -

Advanced trades certificate

Supervision

Staff training

Laboratory related skills -

Pond and aquarium systems management

Advanced technical skills associated with fish propagation

Specialist laboratory skills (e.g. fish ageing, algal culture)

Office related skills -

Basic financial management

Advanced computer (database maintenance, programming, maintenance)

Data management

Report writing and presentation of results

Statistical analysis

Advanced photography

Public relations

Fisheries Technician Grade 4 -

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

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least six years.

Additional skills and/or qualifications specific to the role.

Essential qualities -

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

Advanced staff and financial management skills, and/or

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

Fisheries Technician Grade 5 -

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

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least ten years.

Additional skills and/or qualifications specific to the role.

Essential qualities -

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

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

Management of technically based program

Financial management
Leadership

Co-ordination of large/complex technically based programs

Advisory and publication of technical information

Public relations

ATTACHMENT B

Fisheries Officers Classification - Competency Standards

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

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

Essential prior to recruitment -

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

Fisheries Officer Grade 1 (Trainee) -

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

* Ongoing every two years

General responsibilities -

Requires specified qualifications or previous skills or experience, and

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

Exercises no individual judgement in following directions.

Works under direct supervision

Fisheries Officer Grade 2 -

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

First Year -

Intermediate communication skills

Second Year -

Investigation methods
Conflict resolution
Supervision skills
Accounting procedures
Media skills
Commonwealth Legislation

General responsibilities -

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

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

Exercises independent judgement at sub-FO Grade 3 level.

Works under limited supervision.

Uses good communication skills.

Possess sound knowledge of relevant legislation, policy and procedures.

Fisheries Officer Grade 3 -

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

First Year -

Software application skills
Operational planning
Sound knowledge of Commonwealth legislation
Complete basic management skills
Knowledge of all aspects of Commonwealth managed fisheries
Knowledge of all aspects of State managed fisheries

Second Year -

Environmental assessment (DA's and fish kills)

Superior communication skills

Supervision

Financial management

General responsibilities -

Requires satisfactory achievement of Departmental Competency Standards,

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

Exercises some independent judgement

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

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

Represent the Department at various meetings at district level, and

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

District Fisheries Officer -

Prerequisite - Coxswain's certificate of competency or equivalent.

Master Class V) where appropriate

MED 3)

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

General responsibilities -

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

Exercises independent judgement and is accountable for work performance.

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

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

Communicates information to client groups.

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

Supervising Fisheries Officer -

Prerequisite - Coxswains certificate of competency or equivalent.

Master Class V) where appropriate

MED 3)

First Year -

Management and administration

Work Health and Safety training

Mediation skills

Second Year -

Further management development

General responsibilities -

May require Master Class V and MED 3 Course.

Requires well developed management skills.

Demonstrated understanding of environmental issues.

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

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

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

Communicates technical and other information to client groups.

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

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284692 of 2018)

Before Chief Commissioner Kite

27 November 2018

REVIEWED AWARD

PART A

Clause No. Subject Matter

1. Title
2. Definitions
3. Parties to the Award
4. Salaries
5. Progression of Staff
6. Anti-Discrimination
7. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Department of Planning and Environment) Geoscientists Award.

2. Definitions

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

- (g) "Staff member" means and includes all persons assigned to an ongoing full time, ongoing part time or temporary role under the provisions of the *Government Sector Employment Act 2013*.

3. Parties to the Award

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

4. Salaries

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at PART B, Monetary Rates, Table 1 - Salaries, are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

5. Progression of Staff

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

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

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

6. Anti-Discrimination

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

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

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

7. Area, Incidence and Duration

- (a) This award shall apply to all staff members employed by the Department of Planning and Environment as defined in clause 2, Definitions, of this Award.
- (b) Staff members are entitled to the conditions of employment provided by this Award and by the provisions in the following:

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

Crown Employees (Public Sector - Salaries 2018) Award; or

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

- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 November 2018.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below, shall apply from the beginning of the first pay period on or after 1 July 2018. This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at PART B, Monetary Rates, Table 1 - Salaries, are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

Classification and Grades	Common Salary Point	Per annum First full pay period on or after 1 July 2018 (2.5% increase) \$
Geoscientists		
Grade I		
1st year of service	47	63,863
2nd year of service	51	66,198
3rd year of service	57	69,962
4th year of service	64	75,055
5th year of service	71	80,396
6th year of service and thereafter	77	85,043
Grade II		
1st year of service	82	89,406
2nd year of service	85	92,026
3rd year of service	89	95,736
4th year of service and thereafter	94	100,624

Senior		
1st year of service	97	103,783
2nd year of service	99	105,925
3rd year of service	102	109,078
4th year of service and thereafter	105	112,212
Principal		
1st year of service	111	119,061
2nd year of service and thereafter	114	122,537
Assistant Director, Geological Survey		
1st year of service	119	128,857
2nd year of service	124	135,444
3rd year of service and thereafter	128	141,338

P. M. KITE , *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284857 of 2018)

Before Chief Commissioner Kite

27 November 2019

REVIEWED AWARD

Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

SCHEDULES

Schedule 1 - Appropriate Qualifications

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

PART A

1. Title

This award shall be known as the Crown Employees (Department of Planning and Environment) Mine Safety and Environment Officers Award.

2. Preamble

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

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

This award has been re-titled to the Crown Employees (Department of Planning and Environment) Mine Safety and Environment Officers Award following Administrative Arrangements (Administrative Changes - Public Service Agencies) Order 2017 that transferred mine safety to the Department of Planning and Environment.

3. Definitions

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

agreement between the Department and the Association with the functions and responsibilities described in clause 9, Mine Safety and Environment Committee.

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

4. Parties to the Award

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

5. Salaries

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out in Table 1 - Salaries, of Part B, Monetary Rates are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

6. Scope of Employment

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

7. Assignment of Officers

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

8. Progression of Officers

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

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

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

9. Mine Safety and Environment Committee

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

grievance or dispute. The Committee will make recommendations to the Secretary arising from its functions and responsibilities.

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

10. Review of Qualifications and Competencies

- (1) The Committee will review the suitability of existing and future qualifications, competencies and/or capabilities for the assignment and progression of officers employed by the Department.
 - (a) The Secretary will receive recommendations agreed to by the Committee before making a decision to:
 - (i) vary, amend, or otherwise alter qualifications, competencies or capabilities for officers employed under this award listed in Schedules 1 and 2, respectively; or
 - (ii) identify new competency requirements for any group of officers employed under this award; and

all such matters will be determined within three calendar months, or as otherwise agreed to by the Committee.
- (2) The Committee will also make recommendations to the Secretary:
 - (a) to recognise, or not recognise, an officer's qualifications, competencies or capability for progression from Grade 1 Level 7 to Grade 1 Level 8, following a review of the officer's qualifications, competencies or capabilities in accordance with the provisions of paragraph (a) of subclause (3) of clause 8, Progression of Officers; and
 - (b) on resolving any difficulty, grievance, dispute or special circumstances related to the acquisition or maintenance of qualifications, competencies or capabilities by any officer employed under this award.

11. Qualifications, Competencies and Capabilities - Acquisition and Maintenance

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

12. Hours of Duty

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

13. Mine Backshift Inspections

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

14. Overtime, On Call and Call Out Arrangements

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

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

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

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

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

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

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

15. Grading and Evaluation of Roles

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

16. Department Induction Seminars

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

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

17. Grievance and Dispute Settling Procedures

- (1) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (2) An officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (4) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (6) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (7) If the matter remains unresolved, the Secretary shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (8) An officer, at any stage, may request to be represented by the Association.
- (9) The officer or the Association on their behalf, or the Secretary may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (10) The officer, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of NSW in relation to the dispute.
- (11) Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

18. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

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

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

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

19. Area, Incidence and Duration

- (1) This award shall apply to all the classifications as defined herein.
- (2) The Officers regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award*; or any awards replacing these awards.
- (3) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 November 2018.
- (4) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below, shall apply on the first full pay period on or after 1 July 2018, in accordance with the provisions of the Crown Employees (Public Sector - Salaries 2018) Award be paid to officers assigned to the roles specified.

Classification		Common Salary Point	1.7.18 2.5% Per year \$
Inspector Grade 1 - Mine Safety Officer Inspector (Information and Analysis) Inspector (Mining) Inspector (Environment)	Level 1	50	65,688
	Level 2	57	69,962
	Level 3	63	74,333
	Level 4	69	78,824
	Level 5	75	83,403
	Level 6	80	87,663
	Level 7	92	98,519
	Level 8	102	109,078
	Level 9	112	120,223
Inspector Grade 2 - Inspector (Review, Enforcement and Systems) Mine Safety Officer Inspector (Mining) Inspector (Environment)	Level 1	-	136,877
	Level 2	-	141,478
	Level 3	-	145,977
	Level 4	-	149,649
	Level 5	-	154,628
	Level 6	-	158,432
Inspector Grade 3 - Inspector (Management and/or Systems) Inspector (Mining) Inspector (Environment)	Level 1	-	174,644
	Level 2	-	181,113
	Level 3	-	188,181
	Level 4	-	195,151
	Level 5	-	202,123
Inspector Grade 4 - Regional Manager Grade 4 Deputy Chief Inspector Grade 4	Level 1	-	204,860
	Level 2	-	212,451

SCHEDULE 1

APPROPRIATE QUALIFICATIONS

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

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

- (4) the Capabilities as provided for in the Government Sector Capabilities Framework as outlined in a staff member's role description.

SCHEDULE 2

STATUTORY REQUIREMENTS, TERTIARY QUALIFICATIONS AND COMPETENCY-BASED TRAINING PROGRAMME

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

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

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

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

Competency elements:

build co-operative working relationships with industry;

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

accurately collate data from field observations;

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

- (ii) Enforcement - Grades 1, 2, 3 and 4 (M and E) - The competencies for this element are abilities to police and utilise the legislative and statutory provisions, when required, to explain to all persons employed at a mine the employer and employee responsibilities under these provisions, and to prosecute any employer, employee or other person at a mine whom the officer has reason to believe has committed an offence under the legislation and/or statutory provisions.

Competency elements:

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

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

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

interpret legislation into "user friendly" language.

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

Competency elements:

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

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

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

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

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

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

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

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

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

Competency elements:

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

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

Competency elements:

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

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

Competency elements:

work with industry management at a senior level;
use interpersonal and technical knowledge and skills to advise, guide and lead junior officers, mine management and employees;

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

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

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

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

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

knowledge of emergency safety procedures and operations in a mine.

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

Competency element:

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

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

Competency elements:

can take responsibility and be accountable for decisions;

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

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

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

experience and knowledge to actively contribute to the training and skills acquisition of junior officers, and professional development;
inspire team cohesion and maintain good morale and motivation of individual officers and teams;

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

maintain focus in reviewing progress of Department or industry initiatives;

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

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

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

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

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

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

Competency element:

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

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

Competency elements:

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

comprehensive knowledge and experience in industrial safety management systems;

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

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

Competency elements:

effectively design a complex project using technical skills and experience;

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

accept full management responsibility for the project;

develop and maintain an efficient programme of work;

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

maintain probity and complete the project;

achieve project completion within set timeframe and budget parameters.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 285935 of 2018)

Before Chief Commissioner Kite

27 November 2018

REVIEWED AWARD

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2. Title

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

3. Dictionary

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

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

4. Area, Incidence and Duration

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

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

- 4.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award published 27 November 2015 (378 I.G. 358) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 November 2018.

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

5. Classification Structure

- 5.1 Household Staff - Grade 1

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

A Grade 1 position is one where the employee:

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

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

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

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

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

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

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

general room attendant duties in boarding houses; and

repairs to linen or clothing.

5.2 Household Staff - Grade 2

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

A Grade 2 position is one where the employee:

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

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

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

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

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

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

5.3 Household Staff - Grade 3

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

A Grade 3 position is one where the employee:

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

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

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

is competent in technical areas as required for the position.

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

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

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

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

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

5.4 Household Staff - Grade 4

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

A Grade 4 position is one where the employee:

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

is regularly required to exercise independent initiative and judgement;

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

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

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

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

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

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

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

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

5.5 Household Staff - Grade 5

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

A Grade 5 position is one where the employee:

requires minimal instruction in the performance of their duties;

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

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

is required to have undertaken and completed post-secondary training provided by an accredited training provider relevant to the tasks required by the Department for this grade, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Department to be equivalent to the required post-secondary training.

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

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

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

6. Training and Development

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

7. Multi-Skilling

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

8. Performance Management Scheme

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

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

8.3 Process -

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

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

8.4 Documentation -

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

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

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

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

9. Wages

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

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

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

9.3.1 based on 38 hours per week where a part time employee is not accruing credits towards rostered days off but is paid only for hours worked; or

9.3.2 based on 40 hours per week where a part time employee is accruing credit for time worked towards rostered days off in accordance with subclause 13.2 of this award.

- 9.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed, with a minimum of three hours pay for each engagement, with additional loadings as follows:
- 9.4.1 a loading of 33 1/3% for casual work Monday to Friday;
- 9.4.2 a loading of 50% for casual work on Saturday;
- 9.4.3 a loading of 75% for casual work on Sunday;
- 9.4.4 a loading of 150% for casual work on a public holiday.
- 9.5 The casual loading of 33 1/3% for casual work Monday to Friday consists of 25% plus 8 1/3% or one twelfth pro-rata annual leave.
- 9.6 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.
- 9.7 The wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates, shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any variations to or successor instruments to the said award.

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 10.1 An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 7, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any variation to or successor instruments to the said award shall apply.

11. Higher Duties

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

12. Broken Shift Allowance

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

13. Hours of Work

- 13.1 Subject to paragraph 13.1.3 of this clause the ordinary hours of work shall not exceed an average of 38 hours per week where a weekly roster is observed or 76 hours per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide household staff with greater flexibility and to provide the schools with improved efficiency in rostering provisions:
- 13.1.1 the margin for the ordinary hours of work on any one day shall be 6.00 am to 8.00 pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.

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

- 13.5 Employees cannot be required to work more than five hours in one continuous period without an unpaid meal break of at least 30 minutes.
- 13.6 No employee shall be eligible for sick leave when on rostered days off arising from the 38 hour week, 19 day month.

14. Work Performed on Weekends

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

Saturday - time and one half;

Sunday - time and three quarters;

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

15. Public Holidays

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

16. Overtime

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

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

17. Leave

17.1 General -

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

17.2 Stand Down -

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

17.3 Additional Leave -

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

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

17.4 Sick Leave -

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

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

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

17.5 Annual Leave Loading -

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

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

18. Family and Community Service Leave

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

19. Bereavement Leave

- 19.1 Where available family and community service leave is exhausted an employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph 20.1.3 below.
- 19.2 The employee must notify the principal as soon as practicable of the intention to take bereavement leave and will, if required by the principal, provide to the satisfaction of the principal proof of death.
- 19.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave in subclause 20.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4, 20.5 and 20.6. In determining such a request the principal will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- 19.6 Subject to the evidentiary and notice requirements in 19.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20.1.3 of clause 20, Personal/Carer's Leave.
- 19.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non attendance.
- 19.8 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Personal/Carer's Leave

20.1 Use of Sick Leave Entitlements

20.1.1 When family and community service leave is exhausted, an employee, other than a casual employee, with responsibilities in relation to a category of person set out in paragraph 20.1.3 of this clause who needs the employee's care and support, shall be entitled to use, available paid sick leave, subject to the conditions specified in this clause, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

20.1.2 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

20.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

- (i) The employee being responsible for the care and support of the person concerned; and
- (ii) The person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or

- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of spouse or of de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;
- (e) or a relative of the employee who is a member of the same household, where for the purposes of this definition:
 1. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 2. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.

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

20.1.5 Subject to the evidentiary and notice requirements in 20.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph 20.1.3 of clause 20, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

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

20.2 Use of Unpaid Leave for Family Purposes

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

20.3 Use of Annual Leave -

20.3.1 An employee may elect with the consent of the principal, subject to the *Annual Holidays Act* 1944 to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in paragraph 20.1.3 of clause 20, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

20.3.3 Access to annual leave, as prescribed in paragraph 20.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

20.3.4 An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

20.4 Use of Time Off in Lieu of Payment for Overtime -

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

20.4.2 If, having elected to take time as leave in accordance with paragraph 20.4.1 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

20.4.3 Where no election is made in accordance with paragraph 20.4.1, the employee shall be paid overtime rates in accordance with clause 16 of this award.

20.5 Use of Make-up Time

20.5.1 An employee may elect, with the consent of the principal, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.

20.5.2 An employee on shift work may elect, with the consent of the principal, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

20.6 Use of Rostered Days Off

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

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

20.6.3 An employee may elect, with the consent of the principal, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the principal and employee, or subject to reasonable notice by the employee or the principal.

20.6.4 This subclause is subject to the Secretary informing the Union of any intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

21. Parental Leave

21.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* (NSW) and the Regulation.

21.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

21.3 Right to Request

21.3.1 An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

21.3.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

21.3.4 Where an employee wishes to make a request under 21.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

21.4 Communication During Parental Leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

21.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

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

22. Anti-Discrimination

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

22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

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

22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

22.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age;

22.4.2 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and

22.4.3 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

23. Flexible Work Organisation

23.1 In order to improve services to students or to improve employee's working arrangements, the following process provides for the principal and employees of a school to vary the school's organisation in the following manner:

23.1.1 The principal or employees may propose a variation to existing organisational/working arrangements.

23.1.2 The proposal must be capable of being implemented within the school's overall current staffing entitlement.

23.1.3 The proposal must be agreed to by the principal and the majority of employees.

23.1.4 Consultation, where appropriate, must also take place with teaching staff, parents, students and relevant community groups.

24. Secure Employment

24.1 Work Health and Safety

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

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

(ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

24.2 Disputes Regarding the Application of this clause

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

24.3 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

25. Deduction of Union Membership Fees

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

26. Dispute and Grievance Resolution Procedures

26.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:

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

27. No Extra Claims

- 27.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award

SCHEDULE A

MONETARY RATES

Table 1 - Wages

Household Staff -

Classification	Weekly Rate Effective from FFPP on or after 1.7.2018 \$
Household Staff Grade 1 Kitchen Hand or Useful Cleaner Room Attendant Dining Room Attendant Laundry Attendant Stores Steward	813.40 pw

Household Staff Grade 2 Butcher (casual) Cook (unqualified) Cook (unqualified)	822.50 pw
Household Staff Grade 3 Laundry Supervisor Cook (qualified) Dining Room Supervisor Housekeeper/Cleaning Supervisor	847.30 pw
Household Staff Grade 4 First Cook (qualified)	891.30 pw
Household Staff Grade 5 Catering Supervisor	931.10 pw

Table 2 - Allowances

Clause	Description	Rate \$
Clause 12	Broken Shift Allowance	12.25

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND HERITAGE - ROYAL BOTANIC GARDENS AND DOMAIN TRUST BUILDING AND MECHANICAL TRADES EMPLOYEES) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 287072 of 2018)

Before Chief Commissioner Kite

22 November 2018

REVIEWED AWARD

PART A

Arrangement

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

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Title

1.1 This Award shall be known as the Crown Employees (Office of Environment and Heritage - Botanic Gardens and Centennial Parklands Mechanical Trades Employees) Award 2018.

2. Parties

2.1 This Award has been made between the following parties:

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

Construction, Forestry, Mining Energy Union; and

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

3. Definitions

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

"Award" means this Award.

"OEH" means the Office of Environment and Heritage.

"Organisation" means the Office of Environment and Heritage.

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

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

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

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

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

"Union" means the:

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

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

having regards for their respective coverage.

4. Intention

4.1 It is intended that this Award will align the wages of the employees employed under this Award with the employees employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Consent Award 2004 published 21 October 2016 (380 I.G. 1256).

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

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

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

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

6. Wage Rates

- 6.1 This award is listed in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2018 and wages payable to employees shall be in accordance with that award or any award replacing it. The rates and allowances set out at Part B, Rates and Allowances, are subject to the rates as set by the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any award replacing it.
- 6.2 Apprentice trades employees shall be paid a percentage of the rate of pay applicable to Level Five Year 1:

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

7. General Conditions of Employment

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

- 7.3.1 The parties agree that a nine-day fortnight will operate. The additional RDO shall be taken on a day agreed to by the parties to this Award.
- 7.3.2 Employees may, by mutual agreement with management, accrue up to three (3) RDOs in any one year.
- 7.4 Allowances
- 7.4.1 The parties agree that all allowances previously paid to employees covered by this Award, including the Pager Allowance, have been rolled into salary with the exception of the allowances in paragraphs 7.4.2, 7.4.3 and 7.4.4, the rates for which are specified in Part B, of Table 2.
- 7.4.2 Chokage Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to perform chokages.
- 7.4.3 Asbestos Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to work with asbestos.
- (i) The parties agree that employees who are required to work with asbestos will be provided with the appropriate safety equipment.
- (ii) The parties also agree that employees have the right to refuse to work with asbestos if it is considered that such work is too hazardous to safely work with.
- 7.4.4 Plumbers' Licence Allowance and Plumbers' Registration Allowance - the allowances will be paid to employees required to act on such a Licence.
- 7.4.5 Having regard to clause 6.1 of this Award, allowances contained in Part B, Table 2, have been increased by 2.5% per annum from the first pay period on or after 1 July 2018.
- 7.5 Emergency Call-outs - Where an employee covered by this Award is called out after hours to respond to an emergency alarm, they shall be paid a minimum of four hours overtime.
- 7.6 Employees covered by this Award are not required to provide their own tools.
- 7.7 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award.
- 7.8 Subject to an employee making written authorisation, the Botanic Gardens and Centennial Parklands shall deduct from the employee's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

7A. School Based Apprentices

7A.1 Definition

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

7A.2 Wages

- (i) The hourly rates for full-time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause 7A2 (i) of this clause, where a school based apprentice is a full-time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full-time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

7A.3 Progression through the Wage Structure

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

7A.4 Conversion from a school based apprentice to a full-time apprenticeship

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

7A.5 Conditions of Employment

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

8. Consultative Committee

8.1 The Botanic Gardens and Centennial Parklands Joint Consultative Committee shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Executive Director of the Botanic Gardens and Centennial Parklands with regard to:

- (i) implementation of the classification levels and progressions between classification levels as provided in clause 10, Classification Standards.
- (ii) any other matters regarding the implementation of this Award.

8.2 The sub-committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.

8.3 Should the parties to the Sub Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in clause 9, Dispute Resolution Procedures, will be followed.

9. Dispute Resolution Procedures

9.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:

9.1.1 Should any dispute or difficulty arise or is considered likely to occur, in a particular workplace, the matter is discussed between the employee and the supervisor involved as soon as is practicable.

9.1.2 The supervisor will discuss the matter with the employee(s) and/or the union delegate of the employee's representative within a reasonable time frame with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for processing.

9.1.3 Should the matter remain unresolved, or should the matter be of a nature which involves multiple workplaces, then the employee, union delegate and/or union official or employee's representative may raise the matter with the Curator/Manager with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

- 9.1.4 Where the procedures in subclause 9.1.3 do not lead to a resolution of the dispute, question or difficulty, the matter will be referred to senior representatives of the Botanic Gardens and Centennial Parklands management. The parties will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 9.1.5 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission.
- 9.1.6 Notwithstanding the intention of the parties to follow the steps in this clause, it is acknowledged that there may be limited circumstances where the parties may directly seek the assistance of the Industrial Relations Commission.

10. Classification Standards

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

10.2 Broadbanding Classifications

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

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

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

10.3.1 Level 5

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

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

10.3.2 Level 6

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

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and

- (b) Have a recognised trades certificate, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) perform advanced trade level duties; or
 - (ii) supervise apprentices; and
 - (iii) communicate with supervisors and other employees; and/or
 - (iv) communicate semi-technical information to the public.
- (c) Fulfil the requirements for progression to Level 6 based on the assessment and appeals processes that are to be agreed between the parties.

10.3.3 Level 7

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

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

10.3.4 Level 8

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

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

- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes that are to be agreed between the parties.

11. Anti-Discrimination

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

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

12. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 12.1 The entitlement to salary package in accordance with this clause is available to:
 - 12.1.1 ongoing full-time and part-time employees;
 - 12.1.2 temporary employees, subject to the OEH's convenience; and
 - 12.1.3 casual employees, subject to the OEH's convenience, and limited to salary sacrifice to superannuation in accordance with sub-clause 12.7.
- 12.2 For the purposes of this clause:
 - 12.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6, Wage Rates, Part B, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

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

12.11 Where the employee makes an election to salary package:

12.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

12.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6 - Wage Rates, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

12.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

12.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

13. No Extra Claims

13.1 The No Extra Claims clause (clause 4) contained in the Crown Employees Wages Staff (Rates of Pay) Award 2018 shall apply to employees covered by this Award.

14. Area Incidence and Duration

14.1 This Award will apply to employees assigned to a role in classifications covered by Construction, Forestry, Mining Energy Union and Communications Electrical Plumbing Union - Plumbers Division NSW, within the Botanic Gardens and Centennial Parklands, employed in the OEH.

14.2 This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Staff) Award 2015 published 25 November 2015 and all variations thereof.

14.3 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 29 March 2019 (384 I.G. 7) take effect on and from 27 November 2018.

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

15. Savings and Rights

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

15.2 Should there be a variation to the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award or any Award replacing those Awards, the employees covered by this Award will maintain the same rates of pay relationship to the classifications covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award either by an application for variation, or by the making of a new Award.

PART B

RATES AND ALLOWANCES

This award is listed in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2018 and wages payable to employees shall be in accordance with that award or any award replacing it. The rates and allowances set out at PART B, Rates and Allowances, are subject to the rates as set by the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any award replacing it.

Table 1 - Rates of Pay

Classification	2.5% increase effect from the first full pay period on or after 01.07.18 Per Annum \$
Apprentice Year 1	28,222.00
Apprentice Year 2	37,630.00
Apprentice Year 3	47,037.00
Apprentice Year 4	53,309.00
Trades Level 5/6 Year 1	62,715.00
Trades Level 5/6 Year 2	64,395.00
Trades Level 5/6 Year 3	66,199.00
Trades Level 5/6 Year 4	68,033.00
Trades Level 7 Year 1	69,964.00
Trades Level 7 Year 2	72,054.00
Trades Level 7/8 Year 1	69,964.00
Trades Level 7/8 Year 2	72,054.00
Trades Level 7/8 Year 3	74,334.00
Trades Level 7/8 Year 4	77,363.00

Table 2 - Allowances

Clause No. and Brief Description	2.5% increase effective from the first full pay period on or after 01.07.18 \$
7.3.1 Chokage (per hour)	1.27
7.3.2 Asbestos (per hour)	1.01
7.3.3 Plumbers Licence (per hour)	1.76
7.3.4 Plumbers Registration (per hour)	1.00

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 289599 of 2018)

Before Chief Commissioner Kite

13 March 2019

REVIEWED AWARD

PART A

1. Title

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

2. Arrangement

PART A

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

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

Pseudo Clauses:

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

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

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

3. Locality

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

4. Dispute Settlement Procedure

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

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

5. Demarcation of Work

5.1

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

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

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

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

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

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

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

6. Rates of Pay

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

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

7. Absorption Commitment

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

8. Skill Levels

Trainee - Employees at this level:

Shall be new entrants into the industry.

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

Shall work under the following conditions:

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

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

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

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

Skill Level 1 - Employees at this level:

1. Shall work to defined procedures/methods ¹⁴ either individually or in a team environment; and
 2. Shall exercise skills to perform basic tasks ¹ ; and
 3. Shall be aware of and apply basic quality control skills in the receipt and completion of their own work to the specified quality standards ²³
- In addition, according to the needs and operational requirements of the enterprise, employees at this level
4. May be required to exercise the skills necessary to assist in providing basic on-the-job instruction ¹⁸ by way of demonstration and explanation;
 5. May be required to record basic information on production and/or quality indicators ²² as required;
 6. May be required to work in a team environment ²⁴;
 7. May be required to apply minor equipment/machine maintenance;
 8. May be required to exercise key pad skills ¹¹;
 9. May be required to exercise the level of English literacy and numeracy skills to effectively perform their tasks;
 10. May commence training in additional skills required to advance to a higher skill level.

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

1. Shall work to defined procedures/methods, either individually or in a team environment; and
 2. Shall exercise the skills to perform intermediate tasks ²; and
 3. Shall understand and apply quality control skills in their own work and component parts ¹⁰ (including understanding of the likely cause(s) of deviations to specified quality standards in their own work).
- In addition, according to the needs and operational requirements of the enterprise, employees at this level:
4. May be required to exercise the skill necessary to assist in providing on-the- job instruction to employees in skills required at Skill Level 2 and below by way of demonstration and explanation;
 5. May be required to record detailed information in production and/or quality indicators as required;
 6. May be required to exercise team work skills;
 7. May be required to identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor;

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

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

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

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

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

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

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

* Hold a relevant trade certificate; and

1. Shall work largely independently ¹⁵ (including developing and carrying out of a work plan to specifications), and
2. Shall exercise a range of skills involving planning, investigation and resolution of problems, and/or training and/or supervision, and/or specialised technical tasks, or shall make a whole garment to specifications, or exercise equivalent skills ⁷.

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

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

Explanation of Terms -

1. **Basic Tasks - Uncomplicated tasks which are easily learned and involve little decision making whether machine or non- machine.**
Basic machine tasks are those where the positioning of the work may be controlled by guidebars and sensor lights, or other such guiding devices or where there is uncomplicated feeding of the fabric.
2. **Intermediate Tasks - Tasks which are more difficult to learn, involve more decision making than Skill Level 1 tasks and which may require fabric knowledge, whether machine or non-machine.**
Intermediate machine tasks require skill in positioning, feeding and handling of work involving directional changes, contouring or critical stopping points, or require feeding and handling skills beyond those of a Skill Level 1 operator because of fabric variation.
Intermediate non-machine tasks require skills to perform a sequence of related tasks.
3. **Complex Tasks - Tasks which are more difficult to learn and involve a higher level of decision making than Skill Level 2 tasks, whether machine or non-machine.**

Complex machine tasks require fabric manipulation skills and knowledge beyond those of a Skill Level 2 operator to perform more difficult tasks or to handle and align the sections while ensuring correct shaping of the end result because of the complexity of combining parts or because of frequent variation in fabrics.
4. **Series of different operations on a machine(s) - Performing a sequence of different operations on a machine(s) to complete the majority of a complex garment.**
5. **Machine - Any piece of equipment which performs a significant part of an operation in:**
designing/grading of patterns;
marker spreading;
spreading of fabric;
cutting, sewing, finishing, pressing and packaging of products, and which is powered by an external source, i.e., electricity, steam or compressed air or combinations of these.
Hand tools are not machines and refer to those items which are primarily powered by the operator, e.g., scissors, shears, staplers, tagging guns and tape dispensers.
6. **Variety of machine types - Three or more different types of machines which are sufficiently different in their operation to require the exercise of different skills (i.e., a button holer and a button sewer are the same machine type for this purpose, whereas a button holer and an overlocker are different machine types).**

7. Whole garment machinist or equivalent skills - A machinist who works largely independently in producing a complex garment from written specifications and patterns. Examples of "equivalent skills" include:
 - sample machinist;
 - a machinist who performs each of the operations required to complete a complex whole garment from specifications;
 - a fully multi-skilled machinist who is required to perform any of the operations involved in the making of a complex whole garment to specification.
8. Skill - The application of a combination of abilities, knowledge and attributes to competently perform a given activity or activities.
9. Competence - The ability to perform a particular activity or activities to a prescribed standard (or standards) and under a prescribed set of circumstances.
10. Component parts - The parts of the product which the operator receives in order to perform the operator's job.
11. Key pad skills - Ability to use a small panel of keys, either numerical or with symbols, to operate equipment.
12. Basic computer skills - Use of a computer to enter, retrieve and interpret data.
13. Co-ordinating role - A role which involves responsibility for organising and bringing together the work and resource requirements of a work group or team.
14. Defined procedures/methods - Specific instructions outlining how an operator is to do the operator's job.
15. Largely independently - Where the employee is accountable for the employee's own results including:
 - carrying out assigned task;
 - co-ordinating processes;
 - setting and working to deadlines.
16. Designated responsibility - Identified by management as a person with a specific role or responsibility.
17. Minor equipment/machine maintenance - Includes cleaning and minor adjustments to the equipment involved. In the case of sewing machines, for example, it may include:
 - changing needles;
 - cleaning;
 - lubrication;
 - tension and stitch adjustment.
18. On-the-job instruction - Demonstrating, showing, explaining and/or guiding other employees as to how to perform a particular task or operation to a competent standard.
19. Quality assurance - The overall system and plans used to provide confidence that goods and services will satisfy given requirements.
20. Quality control - The activities used to check that materials and products meet quality specification; includes the grading of product into acceptable and unacceptable categories.
21. Quality deviations - Departures from a quality standard.

22. Quality indicators - Information used to determine whether a quality standard has been met.
23. Specified quality standards - Detailed standards against which quality is measured.
24. Team environment - An environment involving work arrangements in which a group of people work closely, flexibly and in co-operation with each other to ensure efficient and effective performance.

9. Apprentices or Improvers - Rates of Pay

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

9.1 Apprentices - All groups in the industry -

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

9.2 Improvers - All groups in the industry -

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

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

- 9.2.1 with at least three years' and not more than four years' experience in the clothing trades industry shall be paid not less than the percentage of the appropriate rate for a 20 year old improver;
- 9.2.2 after four years' experience in the clothing trades industry shall be paid the appropriate rate for an adult employee respectively in the classification in which the employee is employed;

- 9.2.3 having attained 20 years of age and who has had more than two years' experience in the clothing trades industry shall be paid the appropriate adult rate.
- 9.3 Time served by an apprentice or improver in the clothing trades industry or similar experience in the textile industry or in any full-time government sponsored training course which is approved by the appropriate State Industry Training Committee shall be counted as experience for the purpose of apprenticeship or improvership, both as regards wages and the terms to be served in respect of the continuation of the employment of such apprentice or improver. Provided that such person having attained the age of 21 years shall, unless that person is the holder of a permit granted pursuant to clause 12, Aged, Infirm or Slow Workers, be paid the wage herein prescribed for an adult employee.
- 9.4 Limitation - only employees of skill level 3 or greater shall work on a Hoffman type manually operated press.

10. Apprenticeship and Improvership

10.1 Apprenticeship

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

Group A - Order Tailoring for Males - Adult Classification -

Cutter marking in and/or cutting out

Tailor or tailoress (as defined)

Group B - Order Tailoring for Females - Adult Classification -

Cutter marking in and/or cutting out

Tailor or tailoress (as defined)

- 10.1.2 Employees other than those referred to in subclause 10.1.1 may be apprenticed, and if engaged as apprentices shall be engaged under an indenture of apprenticeship.
- 10.1.3 Apprentices shall be indentured in accordance with Appendix "A" (Form of Indenture of Apprenticeship) and the said indenture shall be subject to any variation hereof. A copy of the indenture shall be lodged by the employer with the Industrial Registrar.
- 10.1.4 It shall be the duty of the employer to see that the form of indenture of any apprentice is duly completed and to deliver to the apprentice a complete original copy within seven days of it being signed by the parties.
- 10.1.5 The proportion of apprentices who may be taken on by an employer shall be one to each employee of the classification referred to in subclause 10.1.1 receiving the adult rate.
- 10.1.6 The term of an apprenticeship shall be four years.
- 10.1.7 Juniors may be taken on probation for three months and, if apprenticed, such time shall count as part of the term of apprenticeship.
- 10.1.8 An apprentice who cannot complete the full term of apprenticeship before reaching their twenty-second birthday may, by agreement with the employer, serve as an apprentice until the apprentice reaches the age of 23 years.

- 10.1.9 An indenture of apprenticeship may be assigned, suspended or cancelled:
- (i) by mutual consent of the parties after seven days' notice by either party; or
 - (ii) by the employer (subject to the approval of the Industrial Committee) if through lack of orders or financial difficulties:
 - (1) the employer is unable to find suitable employment for the employer's apprentice; or
 - (2) the employer is desirous of transferring the apprentice to another employer but such transfer cannot be arranged; or
 - (iii) by the Industrial Committee.
- 10.1.10 Where existing indentures are inconsistent with indentures herein prescribed the existing indentures shall be deemed to be amended accordingly.
- 10.1.11 Attendance at Technical Schools - Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- 10.1.12 Operation of State Laws - In New South Wales any statute relating to apprentices or any authority with statutory power which has issued or may issue any regulations relating to apprentices, including any provisions relating to proficiency payments, shall operate provided that the provisions thereof are not inconsistent with this award.

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

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

11. State Training Wage

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

12. Aged, Infirm or Slow Workers

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

13. Workers Eligible for a Supported Wage

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

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

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

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

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

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

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

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

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

(Provided that the minimum amount payable shall not be less than \$81 per week.)

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

- 13.4 Assessment of Capacity - For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- 13.4.1 the employer and the Union in conjunction with the employee or, if desired by any of these:
- 13.4.2 the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.
- 13.5 Lodgement of Assessment Instrument
- 13.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
- 13.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment; provided that, where the Union is not a party to the assessment, it shall be referred by the said Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.
- 13.6 Review of Assessment - The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- 13.7 Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause shall be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.
- 13.8 Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation, in consultation with other workers in the area.
- 13.9 Trial Period -
- 13.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 13.9.2 During the trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- 13.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$81 per week.
- 13.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 13.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 13.4.
- 13.10 Provided that any person currently employed under the provisions of clause 12, Aged, Infirm or Slow Workers, at a rate fixed with the consent of the Secretary of the Union or of the Industrial Committee should continue to be paid at that rate as if the insertion of this clause had not been made.

14. Hours of Employment

14.1

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

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

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

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

- (vi) Where an arrangement is made in accordance with this clause, starting and finishing times and the daily and weekly hours so determined shall constitute the ordinary working hours and work performed outside or in excess of such times and hours will constitute overtime for the purpose of this award.
- (vii)
 - (1) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with an arrangement pursuant to subclause 14.1.2 for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
 - (2) An individual employee, with the agreement of the employer, may substitute the day they are to take off for another day.
- (viii) Where an employer wishes to arrange working hours by fixing a day on which all employees will be off during a particular work cycle the employer shall approach the Secretary of the Union to seek the agreement of the Union. The Secretary shall not unnecessarily withhold such agreement.

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

(vi)

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

(vii)

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

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

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

14.5.2 Employers the subject of this subclause are listed below:

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

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

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

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

15. Midday Meal Interval

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

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

16. Overtime

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

17. Meal Money

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

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

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

18. Rest Period

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

19. Mixed Functions

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

20. Terms of Engagement

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

(i)

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

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks

Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

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

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

- (2) Time Off During Notice Period - Where an employer has given notice of termination to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.
- (3) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (4) Summary Dismissal - The provisions of this clause shall not affect the right of an employer to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty. Where an employee is so dismissed payment shall be made from time actually worked to the time of dismissal.
- (5) Unfair Dismissals - Termination of employment by an employer shall not be harsh, unjust or unreasonable.

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

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

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

20.3 Other Terms of Employment -

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

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

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

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

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

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

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

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

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

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

20A. Deduction of Union Membership Fees

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

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

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

21. Annual Leave

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

Where an employee without reasonable cause, proof whereof shall lie upon the employee, is absent from their employment on the working day or part of the working day prior to the commencement of their annual leave, and fails to resume work at their ordinary starting time on the working day immediately following the last day of the period of their annual leave, the employee shall not be entitled to payment for the public holidays which fall within the employee's period of annual leave.

21.3 Broken Leave - The annual leave shall be given and taken in one or two continuous periods.

If the annual leave is given in two continuous periods, then one of those two periods must be of at least 12 working days, exclusive of public holidays.

Provided that if the employer and an employee so agree, then the employee's annual leave entitlement may be given and taken in three separate periods.

21.4 Calculation of Continuous Service - For the purpose of this clause, service shall be deemed to be continuous notwithstanding:

21.4.1 any interruption or termination of employment by the employer, if such interruption or termination has been made merely with the intention of avoiding the employer's obligations hereunder in respect of leave of absence;

21.4.2 any absence from work on account of personal sickness or accident or on account of leave granted by the employer or absence due to long service leave. Provided that any continuous period of unpaid leave in excess of four weeks shall not be deemed to be service for the calculation of annual leave; or

21.4.3 any absence with reasonable cause, proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause - For the employee to become entitled to the benefit of this subclause they shall inform the employer in writing, if practicable, within 48 hours of the commencement of such absence, of their inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of their absence. A notification given by an employee pursuant to clause 23, Sick Leave, shall be accepted as a notification under this subclause.

Any absence from work by reason of any cause, not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the purposes of this clause unless the employer, during the absence or within fourteen days of termination of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism, such notice shall be given in writing to the employee concerned by delivering it to the employee personally or by posting it by registered or certified mail to the employee's last recorded address, in which case it will be deemed to have reached the employee in due course of post.

In cases of concerted or collective absenteeism, notice may be given to employees by the posting up of a notification in the factory in the manner in which general notifications to employees are usually made in the factory and by posting to each union whose members have participated in such concerted or collective absenteeism a copy thereof not later than the day it is posted up in the factory.

In calculating the period of twelve months' continuous service, any such absence as aforesaid (other than long service leave) shall not, except to the extent of not more than 25 days in a twelve-month period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

21.5 Calculation of Service - Service before the date of this award shall be taken into consideration for the purpose of calculating annual leave. However, an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the award hereby superseded. The annual leave shall be allowed at the rate of twelve and two-thirds hours for each completed month of continuous service. The period of annual leave to be allowed under this subclause shall be calculated to the nearest day, with any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee, the employee, in respect of the period during which the employee was in the service of the predecessor shall, for the purpose of this clause, be deemed to be in the service of the employer.

21.6 Calculation of Month - For the purpose of this clause the first completed month of service shall be reckoned as commencing with the beginning of the first working day of an engagement and as ending on a corresponding day so as to ensure that the employee concerned has completed four weeks of working time or time regarded as working time with an employer.

21.7 Leave to be Taken - The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by 21.11 and 21.12, payment shall not be made or accepted in lieu of annual leave.

21.8 Time of Taking Leave - Subject to the provisions of 21.3, 21.9, 21.11 and 21.12, annual leave shall be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued and after at least three months' notice to the employee. Provided that where the leave is taken in two or three periods, the first period shall be taken within a period not exceeding three months, and the balance shall be taken not later than six months from the date when the right to leave accrued or 30 September next following, whichever is the later.

21.9 Leave Allowed before Due Date -

21.9.1 An employer may allow an employee who so agrees to take annual leave either wholly or partly in advance. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken.

21.9.2 Where annual leave or part thereof has been granted pursuant to 21.9.1, before the right to annual leave has accrued, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay the employee under 21.11 of this clause, the employer shall not be liable to make any payment to the employee under 21.11, and shall be entitled to deduct the amount of excess from any remuneration payment to the employee upon the termination of employment.

21.10 Payment for Period of Leave -

21.10.1 Each employee before going on leave shall be paid all wages which would normally become due and payable during the period of leave. For the purposes of 21.11, wages shall, subject to the provisions hereinafter contained, be at the rate prescribed by clauses 6, Rates of Pay, and 9, Apprentices or Improvers - Rates of Pay, for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave or the termination of the employee's employment, as the case may be.

21.10.2 An employee who is not working under an incentive scheme based on production but who is receiving a weekly overaward payment shall be entitled to receive the whole of such weekly overaward payment for each week of annual leave to which they are entitled. Provided that all amounts paid in respect of overtime, shift work or penalty rates shall be excluded. Provided further that the overaward payment shall not apply where the employee receives pro rata payment in lieu of annual leave on termination of employment with less than twelve months' service in any twelve-month qualifying period for annual leave, except in cases where an employee with more than six months' service with an employer is terminated by that employer other than for misconduct or where an employee terminates during the year on account of personal illness, substantiated by a medical

certificate, or where an employee terminates on the day that the factory closes down for annual leave.

Where an employee has accrued a full entitlement to annual leave after a qualifying twelve-month period of service and their employment ceases for any reason before the whole or any part of such leave entitlement has been taken, the weekly overaward payment referred to in this paragraph shall apply in respect to that full entitlement or any remaining portion thereof.

21.10.3 Payment in the case of an employee under any system of payment by results shall be at the time rate, provided that:

- (i) When taking annual leave the employee, for the purpose of paid leave, shall, for each week or part thereof of annual leave to which the employee is entitled, receive an additional payment based on the average weekly incentive payment earned in excess of the appropriate award wage for the classification concerned. The average shall be calculated on a forty-week qualifying period and applied to ordinary hours only in respect of any incentive scheme based on production during the "qualifying period of employment" in each year.
- (ii) The "qualifying period of employment" means -
 - (1) In the case of an employee taking annual leave at Christmas, the period of 40 consecutive weeks commencing with the first pay period in February. If annual leave is taken in two or three periods the same average additional payment for the first period shall also apply to the second and/or third period.
 - (2) In the case of an employee taking annual leave at any other time, the first 40 consecutive weeks in the twelve months immediately preceding the date of the taking of annual leave.
 - (3) Where an employee is not employed during the whole of the "qualifying period" the employee shall still be eligible for such additional payment but the average incentive payments earned shall be calculated on the period of employment falling within the said 40 consecutive weeks.
- (iii) In the case of an employee absent on long service leave during any "qualifying period of employment" both the period of such leave and the payment in respect thereof shall be excluded from the calculation of average incentive payments earned.
- (iv) Payment of any bonus or incentive in respect of "unrated work" shall be regarded as payment in respect of an incentive scheme for the purpose of 21.10.3(i).
- (v) In calculating the average incentive payments earned, all amounts paid in respect of overtime, shift work or penalty rates shall be excluded.
- (vi) The additional payment as specified in 21.10.3(i) shall not apply to employees receiving pro rata payment in lieu of annual leave on termination of employment with less than twelve months' service in any twelve-month qualifying period for annual leave, except in the case where an employee with a total of 6 months' service with an employer is terminated by that employer, other than for misconduct, or where an employee terminates during the year on account of personal illness, substantiated by a medical certificate, or where an employee terminates on the day that the factory closes down for annual leave.

Where an employee has accrued a full entitlement to annual leave after a qualifying twelve-month period of service, and their employment ceases for any reason before the whole or any part of such leave entitlement has been taken, the additional payment referred to in 21.10.3(i) shall apply in respect of that full entitlement or any remaining portion thereof.

21.10.4 Loading on Annual Leave - During a period of annual leave (including any period of leave allowed before due date) an employee shall receive a loading calculated on the award rate of wage prescribed by clauses 6, Rates of Pay, and 9, Apprentices or Improvers - Rates of Pay, for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave.

This loading, applicable to both time workers and payment by results workers, shall be as follows:

- (i) Employees on Day Work - An employee who would have worked on day work had the employee not been on leave shall receive a loading of 17.5 per cent.
- (ii) Employees on shift work - An employee who would have worked on shift work had the employee not been on leave shall receive a loading of 17.5 per cent.

Provided that where the employee would have received a shift loading prescribed by 14.4 and 14.5, Hours of Employment, had the employee not been on leave during the relevant period and such shift loading would have entitled the employee to a lesser amount than the loading of 17.5 per cent, then such loading of 17.5 per cent shall be added to the award rate of wage prescribed herein in lieu of the shift loading.

The loading prescribed by this paragraph is payable when services terminate in the following circumstances and not otherwise:

- (1) in respect of any untaken part of a full entitlement to annual leave for which payment in lieu is made;
- (2) in respect of any uncompleted twelve-month period for which proportionate leave on termination is payable, if services are terminated by the employer for reasons other than malingering, inefficiency, neglect of duty or misconduct, after 25 August in any year, or in the case of an employee who would not normally be taking any annual leave over the Christmas/New Year period if such termination by the employer is within four calendar months of the date the employee would normally have taken the employee's annual leave; or
- (3) in respect of any employee entitled to payment pursuant to 21.11.3.

21.11 Proportionate Leave -

21.11.1 If after one month's continuous service in any qualifying twelve-month period an employee leaves their employment or is discharged for malingering, inefficiency, neglect of duty or misconduct, they shall be paid at their ordinary rate of wage for twelve and two-thirds hours in respect of each completed month of continuous service with the employer as from the commencement of the employment and the service shall be service for which leave has not already been granted.

21.11.2 If after one month's continuous service in any part of a qualifying twelve-month period an employee is terminated by the employer except for malingering, inefficiency, neglect of duty or misconduct, the employee shall be paid for leave for 2.923 hours for each completed week of continuous service with the employer, the service being service in respect of which leave has not already been granted.

21.11.3 If during the second or any subsequent year of an employee's continuous service with an employer their service terminates for any reason at the close of business on the day on which the plant or that section thereof in which such employee is employed closes for the December annual close down and the employee was involved in a similar close down in the December of the previous year, then such employee shall be paid on termination the equivalent of four weeks' annual leave pay in respect of continuous service during the then current calendar year. Provided that such employee had not previously been allowed any

annual leave in respect of service during that calendar year. Where any period of leave had already been allowed in respect of such service, the employee's entitlement upon termination shall be the difference between four weeks and the period so allowed. Any payment made pursuant to this paragraph shall be in substitution for and not cumulative upon any entitlement which would otherwise have arisen pursuant to 21.11.1 and 21.11.2 in respect of service during the then current calendar year. In addition, the employee shall be paid the annual leave loading prescribed by 21.10.4 applicable to the quantum of leave for which payment in lieu is to be made upon termination pursuant to this paragraph. In calculating the period of continuous service as aforementioned, reference should be made to subclause 21.4.

21.11.4 For the purposes of this subclause the rate of wage shall be calculated in accordance with 21.10.1, 21.10.2 and 21.10.3.

21.12 Annual Closedown - Where an employer closes down their plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant or section or sections concerned, the following shall apply:

21.12.1 The employer may, by giving at least three months' notice of their intention so to do, stand off for the duration of the closedown all employees in the plant or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave paid leave on a proportionate basis of 2.923 hours for each completed week of continuous service, subject to and then including the initial qualifying period of one month of continuous service with the employer. Provided that where in any establishment a ballot indicates that at least 75 per cent of employees agree, and with the consent of the union, the period of closedown may be extended and all employees stood down without pay for a further period of not more than two days.

21.12.2 An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to 21.1, and has also completed a further week or more of continuous service shall be allowed the employee's leave and shall, subject to 21.5, also be paid for 2.923 hours in respect of each completed week of continuous service performed since the close of the employee's last twelve-month qualifying period.

21.12.3 Except where annual leave is allowed before the due date in accordance with 21.12.1, the next twelve-month qualifying period for each employee affected by such close down shall commence from the day on which the plant or section concerned is re-opened for work. Provided that all time during which an employee is stood down without pay for the purposes of this subclause shall be deemed to be time of service in the next twelve-month qualifying period.

21.12.4 If, in the first year of the employee's service with an employer, an employee who is allowed proportionate leave under 21.12.1 subsequently within such year leaves their employment or their employment is terminated by the employer, they shall be entitled to the benefit of 21.11, subject to adjustment for any proportionate leave which the employee may have been allowed.

21.13 An outdoor worker subject to the qualifying period of one month's continuous service shall be paid on termination of employment or, when taking annual leave an amount equal to one-twelfth of the employee's total earnings for that period of employment in respect of which leave has not already been granted.

When taking annual leave there shall be added to the aforementioned amount a loading of 17.5 per cent. Provided, however, that the monetary amount of such loading shall not exceed the amount which an ordinary weekly employee in the same classification would receive by way of an annual leave loading in respect of the same period of employment.

21.14 Proportionate payment for annual leave shall be made by an employer in respect of each completed month of continuous service when the employee leaves their employment or, in accordance with

21.11.2, where an employee is terminated by the employer before the completion of any twelve- month qualifying period under this clause. Payment shall be made on the employee so leaving or on their employment being so terminated, as the case may be.

21.15 An employer may close down the plant or section thereof in two periods, for the purpose of granting annual leave. Provided that the longer of the two periods of leave shall be at least twelve working days exclusive of public holidays. Such longer period shall be granted by the employer during the December-January period unless otherwise agreed in writing by the employer and the Secretary of the union or, in the event of a dispute, as decided by the Industrial Relations Commission of New South Wales. Provided that the employer may close down the plant or section thereof in three separate periods, subject only to the following conditions:

21.15.1 That at least 75 per cent of the employees in the plant as a whole or a section thereof, as the case may be, mutually agree with an employer on three separate periods of leave and mutually agree upon the date when the third closure is to be made. An employer in conjunction with an accredited representative of the Union may seek such an agreement with their employees in the plant as a whole or a section thereof, as the case may be, by means of secret ballot and not otherwise.

21.15.2 That the employees concerned be given at least three months' notice of the proposed closures.

21.15.3 That the longest of the three periods of leave shall be at least twelve days exclusive of public holidays.

21.15.4 That the second and/or third closedown period shall take place not later than 30 September, in the year following the first close down period.

21.15.5 Subject to the special provisions contained in this subclause, all other provisions of the annual leave clause shall apply in respect to the obligations and rights of employers and employees.

22. Trade Union Training Leave

22.1 Subject to 22.2, a Union delegate or elected employee work place representative shall, upon application in writing, be granted up to five days' leave with pay each calendar year, non-cumulative, to attend courses conducted or approved by the Australian Trade Union Training Authority which are designed to promote good industrial relations and industrial efficiency within the clothing industry.

This notice to the employer must include details of the type, content and duration of the course to be attended.

22.2 Employers may approve leave in accordance with this clause, subject to the following limitations:

22.2.1 Where the employer employs up to and including 49 employees in a workplace, 5 union delegates or elected workplace representatives may be granted 5 days' leave per calendar year.

22.2.2 Where the employer employs between 50 and 150 employees inclusive in a workplace, 10 union delegates or elected work place representatives may be granted 5 days' leave per calendar year.

22.2.3 Where the employer employs 150 or more employees in a workplace, 15 union delegates or elected workplace representatives may be granted 5 days' leave per calendar year.

22.2.4 The numbers contained in this clause may be varied by mutual agreement between the Union and an employer.

- 22.3 The granting of such leave shall be subject to the employee or the Union giving at least one calendar month's notice of the intention to attend such course, or such lesser period as may be agreed between the employer, the Union and the employee concerned.

Provided that the taking of such leave shall be arranged so as to minimise any adverse effect on the employer's operations.

- 22.4 Leave of absence granted pursuant to this clause shall count as service for all purposes.
- 22.5 Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings which normally become due and payable during the period of the leave, such wages to be calculated in accordance with 21.10, Annual Leave.
- 22.6 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course during leave approved pursuant to this clause shall be the responsibility of the employee or the Union unless otherwise agreed between the employer, the Union and the employee concerned.
- 22.7 Should an employee granted leave pursuant to this clause fail to attend the nominated course, the employer shall be notified by the Union as soon as practicable, and no payment is to be made by the employer in respect of leave for the employee concerned.
- 22.8 In the event that a scheduled rostered day off resulting from a work arrangement established in accordance with clause 14, Hours of Employment, falls within a period of leave approved pursuant to this clause, no alternative day shall be substituted in lieu.
- 22.9 Employees granted leave pursuant to this clause shall inform their employer after the completion of the course of the nature of the course and their observations on it.

23. Sick Leave

A weekly employee and a part-time employee (to the extent specified) who is absent from work on account of personal illness or on account of injury shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations -

- 23.1 The employee shall not be entitled to paid leave of absence unless the employee has been in the service of the employer concerned for at least one month immediately prior to such absence.
- 23.2 The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- 23.3 The employee shall, no later than the working day following the commencement of such absence, inform the employer of the inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- 23.4 In the case of an employee employed subject to 14.1, Hours of Employment, that employee shall, prior to the commencement of work or as soon as it is reasonably practicable and during the ordinary hours of the first day or shift, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee shall inform the employer within 24 hours of the commencement of the absence.
- 23.5 The employee shall prove to the satisfaction of the employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the employer may require the employee to make a statutory declaration or produce other reasonable evidence which is satisfactory to the employer, justifying the cause of absence.

23.6

23.6.1 An employee shall be entitled to paid leave of absence for not more than 38 hours of working time owing to such ill health or injury during their first sick leave year of continuous service with an employer. Such sick leave year shall be as defined in 23.12.

Provided that an employee, after one month's continuous service, shall only be entitled to paid sick leave proportionate to the period of employment from the date of engagement until 31 December next following calculated on the basis of 3.17 hours ordinary pay for each complete month or part thereof. If such employee subsequently leaves their employment of their own accord other than on account of personal illness substantiated by a medical certificate or is dismissed for misconduct the employer may deduct from any monies due to the employee an amount equivalent to the value of any paid sick leave allowed in excess of that to which the employee would be entitled if calculated on the basis of 3.17 hours ordinary pay for each completed month of service or part thereof.

23.6.2 The employee shall be entitled during the second sick leave year of continuous service with an employer to paid leave of absence for not more than 46 hours of working time, subject to any accumulated leave to which the employee may be entitled in accordance with 23.9.

23.6.3 The employee shall be entitled during the third or subsequent sick leave year of continuous service with an employer to paid leave of absence for not more than 61 hours of working time, subject to any accumulated leave to which the employee may be entitled in accordance with 23.9.

23.7 An employee under any system of payment by results entitled to paid leave of absence under this clause shall be paid at the time work rate applicable to the classification. The time work rate "applicable to the classification" is the award rate applicable to that classification defined in 6.1, Rates of Pay.

23.8 For the purpose of this clause, a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which has the same day number as the commencing day. If there be no such day in the subsequent month, it shall be reckoned as ending at the end of the subsequent month.

23.9 For the purpose of this clause, where an employee is terminated by the employer and is re-employed by that employer within a period not exceeding three months, the service with the employer immediately prior to the dismissal shall be taken into account in calculating the employee's entitlement to sick leave. That is to say, the employee's entitlement to sick leave shall be calculated as though their period of service has been continuous, and any sick leave credits accrued to the employee at the time of termination shall not be affected to the detriment of the employee.

23.10 Cumulative Sick Leave - Sick leave shall accumulate from year to year and may be claimed by the employee and, shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulated pursuant to this subclause shall be available to the employee for a period of eight years but not longer from the end of the year in which it accrues.

23.11 For the purpose only of sick leave entitlements provided in this clause, and where a clothing industry business is transmitted from an employer to another employer and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee within two weeks of such transmission:

23.11.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;

23.11.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be employment of the employee with the transferee;

23.11.3 "transmission", for the purpose of this subclause, includes transfer, conveyance, assignment or succession (whether by agreement or by operation of law) and "transmitted" has a corresponding interpretation.

23.12 For the purpose of this clause, a year shall be deemed to be from the first day of January to the 31st day of December inclusive.

23.13 Sickness on Rostered Day Off - Where an employee is absent on account of illness or injury on the weekday they are to take off in accordance with an arrangement pursuant to 14.1.2, Hours of Employment, the employee shall not be entitled to sick pay nor shall the employee's sick pay entitlement be reduced as a result of their absence on that day.

24. Personal/Carer's Leave

24.1 Use of Sick Leave -

24.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 24.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 23, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day

24.1.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

- (A) "relative" means a person related by blood, marriage or affinity;
- (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other;
- (C) "household" means a family group living in the same domestic dwelling.

24.1.4 An employee 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 4, Dispute Settlement Procedure, should be followed.

24.2 Unpaid Leave for Family Purpose -

24.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 24.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

24.3 Annual Leave -

24.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

24.3.2 Access to annual leave, as prescribed in 24.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

24.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

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

24.4 Time Off in Lieu of Payment for Overtime -

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

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

24.4.3 If, having elected to take time as leave in accordance with 24.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

24.4.4 Where no election is made in accordance with 24.4.1, the employee shall be paid overtime rates in accordance with the award.

24.5 Make-up Time -

24.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

24.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

24.6 Rostered Days Off -

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

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

24.6.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

24.6.4 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

24.7 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 24.1.2 and 24.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 24.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

(2) The employer and the employee 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.

25. Payment By Results

25.1 Operation of PBR Systems - An employer may maintain, alter or institute a system of payment by results, subject only to the provisions and limitations set out in this clause.

The existence and operation of a system of payment by results shall be subject to the consultative mechanisms specified in this clause and, where appropriate or necessary, to the provisions of Schedule "A", Consultative Committees.

25.2 Payment by Results Earnings -

25.2.1 The employer shall pay an employee working under a payment by results system a minimum amount each week equal to the award wage appropriate to the employee's Skill Level.

25.2.2 The employer shall pay the employee for each hour worked an amount not less than one thirty-eighth of the award wage appropriate to the employee's Skill Level.

25.2.3 Where an employee does not work for thirty-eight hours in any week, the employer shall pay the employee a pro rata amount of money according to the number of hours worked by the employee appropriate to the employee's Skill Level.

25.2.4 The employer shall calculate the minute pay rate for each standard time minute by dividing the total award wage for skill Level 1 by 2280.

Where an employer is currently paying a higher rate than this the higher rate shall continue to be applied and shall not be increased until such time as the rate, as calculated by this subclause, meets or exceeds the higher rate.

25.2.5 An employer shall calculate the payment by results earnings of a worker by multiplying the minute pay rate by the excess of the standard time produced over real time worked under payment by results.

25.2.6 The employer shall pay the worker the worker's payment by results earnings calculated in accordance with subclause 25.2.4 in addition to the total award wage appropriate to the worker's Skill Level.

25.2.7 Where a worker earns payment by results earnings for work performed in any day, such earnings shall be credited to the worker and shall not be reduced because the worker fails to earn payment by results earnings in any other day.

25.2.8 An apprentice or improver employed pursuant to clause 10, Apprenticeship and Improvership, shall be deemed to be producing bonus minutes when they have produced that number of minutes in proportion to the ordinary daily adult number of minutes as their rate of pay is in proportion to the appropriate adult award rate.

25.2.9 An employer, subject to the provisions of subclause 25.3, may fix or alter a time standard in respect of any garment or part of a garment, or any article or part of an article, provided such time standard is set consistent with the objective that 75% of workers (excluding trainees being new entrants to the clothing industry employed as trainees for up to three months) in any given period earn at least 20% more than the total award wage for skill Level 1.

This subclause shall not act in any way to impose a guarantee on the amount of an individual worker's payment by results earnings.

25.3 Time Standards - An employer shall calculate the time standard allowed for the performance of work in accordance with the following:

25.3.1 An employer shall consult with the payment by results workers and union representative(s) prior to the finalisation of any time standard fixed in accordance with this clause and shall provide to the payment by results workers and the union representative(s) the basis upon which the payment by results system is calculated, including appropriate allowances and the likely weekly earnings on such time standard.

On application by the Secretary of the Union, the employer shall make available the basis of such a system.

25.3.2 The setting of a time standard shall take into account the nature and method of the work to be completed and the conditions under which it is performed, including appropriate allowances.

25.3.3 Time standards shall be set to provide the consistent and similar earnings by workers with similar training, instruction, skill method and performance in a work area in an enterprise using a system of payment by results.

- 25.3.4 Once a time standard has been fixed in accordance with this clause, it shall not be altered except where any of the following circumstances occur:
- there is a change in the manufacturing methods;
 - there is a change in the materials used;
 - there is a change in the machines or equipment used;
 - there is a change in the quality requirements;
 - to correct an agreed error in the existing time standard;
 - by agreement between the employer, the payment by results workers, and union representative(s).
- 25.3.5 An employer shall clearly display a copy of the time standard for each payment by results operation in each work area in each enterprise. The copy of the time standard shall be updated within twenty-four hours of any changes to the time standards.
- 25.3.6 Once a time standard has been fixed in accordance with this clause, it shall be recorded in a register and signed and dated by the employer and union representative(s).
- 25.3.7 The employer shall also display in each work area in each enterprise a conversion table to enable a worker to convert time standards into monetary amounts.
- 25.4 Implementation, Review and Alteration of a PBR System - For the purpose of this clause, "workers affected" means a person or persons whose work is directly involved in any way whatsoever by the implementation of a payment by results system.
- 25.4.1 The existence and operation of a system of payment by results shall be subject to the consultative mechanism specified in this clause and, where appropriate or necessary, to the provisions of Schedule "A", Consultative Committees.
- 25.4.2 An employer may, with the agreement of seventy-five per cent of the workers affected, operate a payment by results system for the workers.
- 25.4.3 The employer shall, every six months, table a summary of the results of the payment by results system to allow the consultative committee and union representative(s) to assess whether the payment by results system meets the criteria of subclause 25.2.9 of this clause.
- 25.4.4 Every calendar year in the month of February the employer shall, in consultation with the workers whose work is directly involved in any way whatsoever, conduct a vote of such workers on whether the payment by results system will continue. If seventy-five per cent of such workers vote to discontinue the payment by results system, the employer shall do so. The outcome of this review shall be reported to the Secretary of the Union.
- 25.4.5 If, in accordance with the vote of workers whose work is directly involved in any way whatsoever, the payment by results system is discontinued, the employer may, after three months, in consultation with the consultative committee and the union representative(s), introduce a new payment by results system in accordance with the provisions of this subclause.
- 25.4.6 The consultative committee and the Union may seek the assistance of an agreed independent expert on payment by results systems and the employer shall engage the expert chosen and pay all expenses associated with the engagement of the expert.
- 25.5 Training - An employer implementing a payment by results system pursuant to this clause shall provide each worker with appropriate training to ensure that individual performance is the only variable distinguishing workers within a skill level as outlined clause 8, Skill Levels.

- 25.6 Work Records - An employee shall complete work records in accordance with the employer's directions. Any wilful falsification of such records will be sufficient ground for instant dismissal of the employee concerned. Where necessary the employer shall make arrangements for collecting the work records without loss of time to the employee concerned.

26. Casual Workers

- 26.1 An employer shall only engage a casual worker during one 8-week period in any 12-month period, unless in accordance with subclause 26.2.
- 26.2 An employer may engage a casual worker for a specific period of time to replace a designated person where the period of engagement does not exceed 13 weeks in aggregate in any 12-month period. The period of time for which the casual worker is engaged, together with any other special conditions of employment, shall be confirmed in writing at the time of engagement.
- 26.3 An employer shall pay a casual worker one thirty-eighth of the award wage for the worker's classification plus 33.33 per cent per hour.
- 26.4 An employer shall apply all the provisions of this award to a casual worker, including the provisions of clause 16, Overtime, with the exception of the following clauses:
- Clause 21, Annual Leave;
- Clause 23, Sick Leave;
- Clause 28, Holidays.
- 26.5 An employer shall not require a casual worker to attend for duty more than once on any one day.
- 26.6 The employment of a casual worker may be terminated by the employer or the casual worker by the giving of one hour's notice.

26A. Secure Employment

26A.1 Work Health and Safety

26A.1.1. For the purposes of this subclause, the following definitions shall apply:

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

26A.1.2. Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises 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 work health and safety consultative arrangements;

- (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 26A.1.3. Nothing in this subclause 26A.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

26A.2. Disputes Regarding the Application of this Clause

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

26A.3. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council

27. Part-Time Employees

- 27.1 An employer may employ a part-time employee on a weekly basis in accordance with clause 20, Terms of Engagement.
- 27.2 For the purposes of this clause a part-time employee is a person who is employed for less than 38 hours per week.
- 27.3 An employer shall pay a part-time employee one thirty-eighth of the award wage for the employee's classification per hour.
- 27.4 An employer shall apply all the provisions of this award to a part-time worker, including the provisions of clause 21, Annual Leave, clause 23, Sick Leave, and clause 28, Holidays, on a pro rata basis according to the number of hours worked by the employee.
- 27.5 Provided that -
- 27.5.1 by agreement in writing signed by the employer and the employee, the provisions of clause 21, Annual Leave, clause 23, Sick Leave, and clause, 28, Holidays, shall not apply and in lieu of these provisions the employer shall pay the part-time employee an additional twenty per cent of the award wage for the employee's classification per hour;
 - 27.5.2 where, for a period not exceeding two calendar months or by an agreement in writing for a longer period, signed by the employer and the employee, the part-time employee genuinely works an irregular number of hours each week, the employer may pay the part-time employee in accordance with subclause 27.5.1.
- 27.6 An employer may employ a part-time employee within the ordinary spread of hours applicable to full-time employees. Where such part-time employee works for more hours in a day than the number of hours for which the part-time employee is ordinarily employed or is employed at a time outside the ordinary spread of hours, the hourly rate (exclusive of the 20 per cent loading, if paid) shall be increased in accordance with clause 16, Overtime.

- 27.7 An employer shall pay a part-time employee employed under a payment by results system in accordance with clause 25, Payment by Results, but in no case shall any part-time employee be paid less than the award wage for their classification as is proportionate to the time worked by them.
- 27.8 An employer shall calculate the payment or deduction of payment in lieu of notice, the entitlement to severance pay, the entitlement to annual leave and the entitlement to sick leave provided by this award on a proportionate basis. The basis for this calculation shall be the average weekly number of hours worked by the part-time employee during the preceding 12 months or, if there is not a 12- month period of the employment, then the average of the actual hours worked during the period of employment.
- 27.9 An employer shall grant a part-time employee the holidays provided in clause 28, Holidays, where such holiday falls on a day that the part-time employee would normally have worked. An employer shall pay a part-time employee for the number of hours the part-time employee would normally have worked on that day.
- 27.10 An employer shall not require a part-time employee to attend for duty more than once on any one day.
- 27.11 An employee who was engaged as a casual worker in accordance with clause 26, Casual Workers, prior to 1 May 1990, and who is now engaged as a part-time employee in accordance with clause 27, shall, for the duration of their employment, be paid 33.33 per cent loading in lieu of a twenty per cent loading as provided in this clause.

28. Holidays

- 28.1 All employees, other than casual employees, shall be granted the following holidays without deduction of pay, which is the ordinary rate of pay an employee would have received for the hours that they would have worked had the day not been a holiday: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Labor Day, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day.

Provided that if any other day is by State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

Where a special public holiday is proclaimed by Order-in-Council or otherwise gazetted by the authority of the Australian Government or of a State Government under any State Act and generally observed throughout New South Wales, such day shall be deemed to be a holiday for the purpose of this award.

28.2

28.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

28.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

28.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

- 28.3 Where public holidays are declared or prescribed on days other than those as set out in subclauses 28.1 and 28.2 of this clause, those days shall constitute additional holidays for the purpose of this award.

28.4 Changing Public Holidays by Agreement -

28.4.1 An employer, with the agreement of the Union, may substitute another day for any prescribed in this clause.

28.4.2

- (i) An employer and the employer's employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- (ii) An agreement pursuant to 28.4.1 shall be recorded in writing and be available to every affected employee.
- (iii) The Union shall be informed of an agreement pursuant to clause 28.4.2(i) and may, within seven days, refuse to accept it. The Union will not unreasonably refuse to accept the agreement.
- (iv) If the Union, pursuant to clause 28.4.2(iii), refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the Union.
- (v) If no resolution is achieved pursuant to clause 28.4.2(iv), the employer may apply to the Clothing Trades (State) Industrial Committee for approval of the agreement. Such an application must be made at least 14 days before the prescribed holiday. After giving the employer and the Union an opportunity to be heard, the Industrial Committee will determine the application.

28.5 Payment by Results Employees - An employee working under any system of payment by results shall be paid for such holidays at the ordinary rate payable to an employee working as a time worker doing the same class of work.

28.6 Rostered Day Off or Accumulated Time Off Falling on a Holiday - In the case of an employee whose ordinary hours of work are arranged in such a manner as to entitle the employee to a rostered day off, the weekday to be taken off shall not coincide with a holiday fixed in accordance with this clause. Provided that, in the event that a holiday is prescribed after an employee has been given or gives notice of a weekday off and the holiday falls on such weekday, the employer shall allow the employee to take an alternative weekday off in lieu of the holiday.

28.7 Termination Within 14 Days of a Holiday -

28.7.1 Where an employee, with at least one week's service with the employer, is terminated through no fault of their own within 14 days prior to a holiday, and is re-engaged by the same employer within three months of such holiday, the employee shall be paid for any such holiday the amount they would have received had they not been terminated.

28.7.2 Where an employee, with at least one month's service with the employer, is terminated through no fault of their own on or after the last working day of the last pay period in November each year or within 14 days prior to Good Friday, the employee shall receive payment for the relevant Christmas, New Year or Easter holidays.

28.7.3 No employee shall be entitled to be paid more than once for the same holiday whilst working in the industry and shall be in breach of the award in accepting a double payment without informing the employer in relation thereto.

28.8 Full-time Employees Working Non-standard Hours - Approved employers only - This subclause applies only to full-time employees employed by approved employers who do not regularly work a five-day, Monday to Friday week, as provided for elsewhere in this award.

28.8.1 When a prescribed holiday falls upon a day when the employee would not be working in any event, the employee shall receive:

- (i) a day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or

- (ii) an additional day's wage.

28.8.2 If an employee is rostered to work on the public holiday or its substitute day (except Christmas Day), the following provisions shall apply:

- (i) If the employee is not required to work on the public holiday, the employee shall receive the payment the employee would ordinarily receive for that day and is not entitled to the substituted day off.
- (ii) If the employee is required to work on the public holiday, the employee is entitled to receive the normal rates of pay for working that day and the substitute day as a holiday. (If the substitute day is a non-working day for the employee, the employee shall receive the compensation as set out in clause 28.8.1).
- (iii) If the employee is required to work on the substitute day, the employee shall receive the rates of pay for working on a public holiday.

28.8.3 If any employee is rostered and required to work on both the "actual" public holiday and its substituted day (this would only occur if the holiday was to fall on a Saturday or a Sunday) the employee would be entitled to:

- (i) a day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
- (ii) payment at public holiday rates for the day's work for the substituted day, and payment at the normal rates for Saturday or Sunday for the actual public holiday.

28.8.4 Christmas Day Loading - If the employee is rostered to work on a Saturday or Sunday that is Christmas Day and is required to work, the employee shall receive the normal Saturday or Sunday rate, plus a loading of one-half of a normal day's wages for the full day's work and be entitled to the substitute day.

28.9 Permanent Part-time Employees (Non-casual) - Where the normal roster of a part-time employee includes a day that is a holiday, the employee shall receive the normal pay the employee would have received on that day, subject to subclause 28.5, and shall be granted the holiday or receive the appropriate public holiday rate for working whatever hours the employee worked.

28.9.1 For part-time employees whose normal roster includes a Saturday or Sunday that would be a prescribed holiday but for the substitution of an alternative day, the following shall apply:

- (i) The employee shall be granted leave with pay on the "actual day" without any substitution; or
- (ii) the employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day, the Christmas Day loading will apply) and is allowed to take another day with pay, which may or may not be the prescribed substitute day, as a holiday; or
- (iii) the employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day, the Christmas Day loading will apply) and receives, in addition, payment at ordinary-time rates for an additional day of equal length (with no substitution of an alternative day).

28.9.2 If any of these benefits applies, the employee who works on the prescribed substitute day should do so at ordinary-time rates.

28.10 Casual Employees Working on Public Holidays - A casual employee who works on the day prescribed as the public holiday shall be paid the appropriate public holiday pay as provided for elsewhere in this award. The employee should receive the ordinary casual rate plus the applicable penalty. That is, the

casual loading of 33.33 percent and the prescribed holiday rate for non-casual employees of 2.5 times ordinary rates. The casual will be paid 2.833 times the ordinary rate for non-casual employees.

- 28.11 Absences Before or After Public Holidays - Where an employee is absent from employment on the working day or part of the working day before and the working day or part of the working day after a public holiday without reasonable excuse or without the employer's consent, the employee shall not be entitled to payment for the relevant public holiday.
- 28.12 Unpaid Leave and Public Holidays - Any continuous period of unpaid leave in excess of four weeks shall not be deemed to be service and the employee shall not be entitled to payment for any holiday falling within this period of leave.

29. Payment for Work Done on Holidays

- 29.1 Any weekly employee who works on any holiday provided for in clause 28, Holidays, shall, for all time worked on that day, be paid at the rate of double time and one-half of the ordinary rate.
- 29.2 Any employee working under any system of payment by results who works on any holiday provided for in the said clause 28 shall, for all time worked on that day, be paid the employee's ordinary earnings under such system of payment by results, and an amount calculated on the basis of half of the ordinary rate for the class of work being performed, in addition to the ordinary rate payable to employees on time work doing the same class of work.
- 29.3 The minimum payment for work performed on public holidays shall be four hours.

30. Payment for Work Done on Sundays

- 30.1 Work in any factory or workshop is prohibited on Sundays unless in extraordinary circumstances and then only with the consent of the Secretary of the Union.
- 30.2 Any employee who works on a Sunday shall for that day be paid at the rate of double ordinary rates.

31. Contract Work

- 31.1 Contract work may only be undertaken subject to the following conditions:
- 31.1.1 An employer may give out work to another employer provided that, where the employer undertaking such work causes some or all of such work to be performed outside a factory or workshop registered in compliance with the appropriate State Acts or regulations, the employer to whom work is given shall be a registered employer of outworkers pursuant to clause 33, Registration of Employers.
- 31.1.2 An employer giving out work to other employers shall, on the last working day of May and the last working day of November each year, file with the Industrial Registrar or Deputy Industrial Registrar in New South Wales, a list of the employers to whom work is given, and a copy of such list shall be forwarded to the Union.
- 31.1.3 The Industrial Registrar or the Deputy Industrial Registrar in New South Wales may allow an organisation with a legitimate interest in the clothing manufacturing industry to peruse the list submitted in accordance with clause 31.1.2.
- 31.2 Employer giving out work to another employer where the other employer does not employ outworkers:
- 31.2.1 An employer bound by this award may give out work to another employer, to be carried out in the other employer's workshop or factory registered in accordance with the appropriate State Acts and Regulations.
- 31.2.2 An employer giving out work pursuant to this subclause shall, on the following dates in each year, file with the Industrial Registrar or the Deputy Industrial Registrar in New South Wales, a

list of the other employers to whom work has been given in each preceding three-month period, and a copy of such list shall be forwarded to the Union:

Last working day of February.

Last working day of May.

Last working day of August.

Last working day of November.

31.2.3 The Industrial Registrar or the Deputy Industrial Registrar in New South Wales may allow an organisation with a legitimate interest in the clothing manufacturing industry to peruse the list submitted in accordance with clause 31.2.2.

31.3 Employer contracting with a person who alone will perform work - Employer giving out work to another employer or another person where the other employer or other person employs others outside a factory or workshop:

31.3.1 For the purpose of this subclause, "work" means hand or machine sewing in the construction of a garment or part thereof being work performed other than in a factory or workshop.

31.3.2 An employer shall:

- (i) not contract with any person pursuant to this subclause unless that employer is registered pursuant to clause 33, Registration of Employers;
- (ii) when desirous of contracting with any person pursuant to this subclause, make application for registration, in accordance with the said clause 33, to the Clothing Trades (State) Industrial Committee.

31.3.3

- (i) An employer contracting with a person who alone will perform work shall contract to provide and shall provide terms and conditions no less favourable than those prescribed by this award for persons engaged under a contract of service pursuant to clause 32, Outworkers.
- (ii) An employer contracting with another employer, or with another person who gives out the work, or with a person who alone will perform work shall make a record in writing of the following details:
 - (1) The name of the other employer (or the other person) who gives out the work and the registration number of the other employer (or the other person) who gives out the work.
 - (2) The address of the other employer (or the other person) who gives out the work.
 - (3) The name(s) and address(es) of the person(s) to whom the work is given.
 - (4) The address(es) where the work is to be performed.
 - (5) The date of giving out the work and the date for completion of the work.
 - (6) A description of the nature of the work to be performed (including construction, seam type, finishing and fabric type).
 - (7) A description and, where available, a rough drawn outline of the garments or articles of each type being given out to the other employer (or the other person) who gives out the work.
 - (8) The number of garments or articles of each type being given out to the person.

- (9) The sewing time allowed for each type of garment or article to be done.
 - (10) The price to be paid for each garment or article. The Union shall not divulge any details concerning the price to be paid for each garment or article in any circumstances to any party, save for enforcement proceedings in a court or industrial dispute proceedings in the Industrial Relations Commission of New South Wales.
 - (11) Where the work is given to a person who alone will perform the work, the total amount to be paid to the person calculated in accordance with subclauses 31.3.3(ii)(8), (9) and (10).
- (iii) A copy of this record shall be given to the person doing the work and the employer's copy shall be available for inspection by a person duly authorised in accordance with clause 34, Entry and Inspection by Officers of Industrial Organisations, as if it was a record as described in clause 35, Time Book, Sheet or Records.

31.3.4

- (i) No employer shall enter into any contract or arrangement with another person (hereinafter called "the second person") concerning the performance of work pursuant to which contract or arrangement the second person will not personally or alone perform the work unless the contract or arrangement is entered into on terms whereby any work to be performed by a person other than the second person is carried out pursuant to a written agreement made between the second person and the person who will actually perform the work, such written agreement to:
 - (1) specify the matters referred to in clause 31.3.3(ii); and
 - (2) provide for wages and conditions no less favourable than those provided by this award for persons engaged under a contract of service pursuant to clause 32, Outworkers.
- (ii) Any employer who enters into a contract pursuant to subclause 31.3.3(i) or pursuant to subclause 31.3.4(i) shall notify the Industrial Registrar or the Deputy Industrial Registrar in New South Wales and the Union, within seven days of the last working day of February, May, August and November of each year of the existence of such contract and the names and addresses of the persons who enter into the contract. The Industrial Registrar, or the Deputy Industrial Registrar in New South Wales may allow an organisation with a legitimate interest in the clothing manufacturing industry to peruse such records.

31.3.5 Where a person has performed work either directly for an employer pursuant to subclause 31.3.3 or for a second person (being work in respect of a contract or arrangement between the second person and an employer pursuant to subclause 31.3.4), such person may make a claim for payment for such work by serving upon the relevant employer a statutory declaration specifying the identity of the person performing the work, the work performed, the date or dates on which the work was performed and the payment claimed. Such statutory declaration, if served within six months of completion of that work, shall be accepted as proof of liability on the part of that employer to pay the sum claimed, unless that employer against whom the claim is made is able to prove:

- (i) that the work was not in fact done; and/or
- (ii) the payment claimed was not the correct payment due for the work that was actually done.

31.3.6 An employer shall not in any way, whether directly or indirectly, be a party to or concerned in conduct that:

- (i) hinders, prevents or discourages the observance of this clause; or
- (ii) causes or encourages, or is likely to cause or encourage, a breach or non-observance of this clause.

31.4 An employer contracting with a person who alone will perform work shall provide to that person, each time work is given out, information as to their entitlements as per Schedule "C" of this award.

32. Outworkers

32.1 For the purpose of this clause -

"Employer" means an employer bound by this award.

"Ordinary working week" means the hours and days occurring between midnight on Sunday and midnight on Friday in any week.

"Outworker" means a person who performs work as herein defined for an employer outside the employer's workshop or factory under a contract of service.

"Work" means hand or machine sewing in the construction of a garment or part thereof being work performed other than in a factory or workshop.

32.2 Employers bound by this award shall -

32.2.1 not employ any person to perform work covered by this award under a contract of service outside the employer's workshop or factory unless that respondent employer is a registered employer of outworkers, pursuant to clause 33, Registration of Employers;

32.2.2 when desirous of employing outworkers, make application to the Industrial Committee for registration in accordance with clause 33, Registration of Employers;

32.2.3 not employ a person to perform work covered by this clause outside the workshop or factory unless prior agreement in writing has been reached between that respondent and the person as to whether that person is to be employed on a full-time or part-time basis and if on a part-time basis, the agreed number of hours. Provided that nothing in this clause shall prevent the parties to any such agreement varying the same by consent from employment on a full-time basis to employment on a part-time basis or vice versa. Provided further that any such variation shall not take effect until the expiry of at least three days from the date of the agreement to that variation;

32.2.4 not employ more than 10 outworkers at any one time. Provided that an employer may employ a specified greater number of outworkers with the consent of the Union or if, in the absence of that consent, the Industrial Committee in the exercise of its discretion grants permission to the employer to employ a specified greater number of outworkers;

32.2.5 pay any outworkers employed at the rates prescribed by clauses 6, Rates of Pay, and 25, Payment by Results, (as appropriate) for the classification in which the outworker is engaged. Provided that working time allowed for work to be performed shall be fair and reasonable and that the time standards set for the work to be performed by outworkers will in every case be longer than the time standards that would be set for the same work if done in the factory to include a reasonable component to cover time spent on ancillary tasks, such as bundling and unbundling, sorting, packing and the like. Provided further that in the event that the employer has no factory, a factory undertaking the same or comparable work shall be used for the purpose of setting the time standards;

- 32.2.6 pay for outwork performed in the ordinary working week at the minute rate of:
- (i) 1/2280 of the weekly award rate for the classification in which the outworker is employed for the first 38 hours worth of work; and
 - (ii) the minute rate in clause 32.2.6(i), multiplied by 1.5 for the classification in which the outworker is employed, for each hour thereafter;
- 32.2.7 pay for outwork performed or deemed to have been performed on a Saturday or Sunday or a public holiday, at the minute rate in clause 32.2.6(i), multiplied by 2 for the classification in which the outworker is employed. An outworker shall not be entitled to penalty payment for work performed on a Saturday, Sunday or award holiday unless there is prior agreement with the employer for the performance of work on any such day(s) in accordance with clause 32.2.13(xii);
- 32.2.8 apply all provisions of clause 25, Payment by Results, to outworkers working under any system of payment by results unless expressly excluded from such operation either in this clause or in the said clause 25;
- 32.2.9 provide sufficient work (that is, 38 hours worth of work each week for full-time outworkers and at least 20 hours worth of work each week for part-time outworkers) in the ordinary working week where the outworker is ready, willing and able to perform such work.

Provided that an outworker under any system of payment by results who is ready, willing and able to work:

- (i) on a full-time basis (i.e., 38 hours or more) in the ordinary working week, but receives in any such week less than 38 hours worth of work from the employer, shall be paid in accordance with the following formula:
 - (1) if the employee receives no work at all, the weekly award rate for the classification in which the outworker is employed;
 - (2) if the employee receives less than 38 hours worth of work, the weekly award rate for the classification in which the outworker is employed;
 - (ii) on a part-time basis (i.e., at least 20 hours) in the ordinary working week (for one or more employers) but receives in any such week fewer hours worth of work than the number of hours for which the outworker was employed from any one such employer, shall be paid (by each employer) for the number of hours for which the outworker was employed. Such payment to be so much of the weekly award rate as is proportionate to the number of hours the worker was employed to work in any ordinary working week;
 - (iii) may be stood down by an employer without pay for up to ten days but for no more than two days in any four consecutive working weeks where no work can be offered as a result of circumstances beyond the employer's control, proof of which shall lie with the employer. In such circumstances the employer shall keep a record of the name and address of the outworker stood down, the commencing date and duration of the stand down and the reason for the stand down. A copy of this record shall be given to the person doing the work and the Union within two working days of the stand down and the employer's copy shall be available for inspection by a person duly authorised in accordance with clause 34, Entry and Inspection by Officers of Industrial Organisations, as if it was a record described in clause 35, Time Book, Sheet or Records.
- 32.2.10 not require any full-time outworker to complete more than 38 hours worth of work, or any part-time outworker to complete more hours worth of work than the number of hours for which the outworker was employed in any ordinary working week;

- 32.2.11 subject to clause 32.2.13 not require any outworker to perform work on a Saturday or a Sunday or on any public holidays;
- 32.2.12 pay the outworker for each public holiday prescribed by this award an amount equal to 1/5 of the applicable weekly award rate for full-time outworkers and on a proportionate basis for part-time outworkers;
- 32.2.13 at the time of delivery of any work to an outworker provide full details of the following matters and shall keep true and correct records thereof in writing:
- (i) the name of the employer bound by this award and the registration number of the employer;
 - (ii) the address of the employer bound by this award;
 - (iii) the name of the person to whom the work is given;
 - (iv) the address where the work is to be done;
 - (v) the date of delivery of the work;
 - (vi) the description of the garments or articles upon which work is to be done (e.g., skirts, dresses, jeans);
 - (vii) a description of the nature of the work to be performed (e.g., overlocking);
 - (viii) the number of garments or articles of each description being given out to the person;
 - (ix) full details of the appropriate time standard in accordance with subclause 32.2.5 which when considered with the minute rate set out in clause 32.2.6 will enable the price to be paid for each garment or article to be calculated;
 - (x) the number of working hours that will therefore be necessary to be worked to complete the said garments or articles, and accordingly;
 - (xi) the number of days that will therefore be needed to perform the work with such calculation being undertaken (consistent with subclause 32.2.10) on the basis of 7.6 hours worth of work being performed each day; and
 - (xii) the appropriate time and date for the work to be picked up from the outworker. The pickup time and date shall be set on the basis that no work will need to be performed on any Saturday, Sunday or award holiday which may occur between delivery and pickup unless there is prior agreement between the employer and the outworker that work will be performed on any or all of such days. If there is such agreement, the written record referred to in this subclause must specify the actual date of any Saturday, Sunday or award holiday on which it has been agreed that work will be performed and the number of hours to be worked on any such day. In the absence of any specification as to the number of hours to be worked on a Saturday, Sunday or award holiday on which work has been authorised pursuant to this paragraph, the outworker shall be deemed to have worked and shall be entitled to payment in respect of any such day at the rate specified in clause 32.2.7.
 - (xiii) The total amount to be paid to the outworkers shall be calculated in accordance with subclauses 32.2.13(viii), (ix) and (x).

Provided that a copy of this record shall be given to the person doing the work and the employer's copy shall be available for inspection at the employer's premises by a person duly authorised in accordance with clause 34, Entry and Inspection by Officers of

Industrial Organisations, as if it was a record described in clause 35, Time Book, Sheet or Records.

Provided always that if the time period between delivery and pickup (arrived at via calculations under subclause 32.2.13(xi)) will necessarily include a Saturday and/or a Sunday and/or a public holiday(s) then the first agreed pickup date shall be reset (i.e., put back) to ensure, consistent with clause 32.2.10 and given the number of days needed to do the work arrived at in subclauses 32.2.13(xi) and (xii), that the employee will not be required to work on any of the days set out in this proviso that fall within the period set under subclause 32.2.13(xi) to complete the work delivered (the reset pickup date to be hereinafter referred to as "the second agreed pickup date").

Provided further that if an outworker who has work delivered to be performed in a time period that includes either a weekend day(s) or a public holiday(s) expressly agrees or simply elects to complete that work by the first agreed pickup date rather than by the second agreed pickup date then the worker will, for the purpose of payment, be deemed to have completed 7.6 hours (but no more) worth of the work on each of the weekend and/or public holiday days occurring in the period between delivery and pickup;

32.2.14 pay annual leave to outworkers in accordance with the provisions of clause 21, Annual Leave.

32.2.15 pay all wages due not later than two working days following the end of the working week, at a time and by a method mutually agreed between the outworker and employer.

On or before the pay day, the employer shall provide to the outworker in writing, details of the wage payment to which the outworker is entitled, the amount of each deduction made therefrom and the net amount being paid to the outworker;

32.2.16 except as otherwise provided in this clause, apply to outworkers the terms and conditions of employment provided by the award, excluding the following clauses:

14. Hours of Employment
15. Midday Meal Interval
16. Overtime
17. Meal Money
18. Rest Period
20. Terms of Engagement 20.3.6
23. Sick Leave
26. Casual Workers
34. Entry and Inspection by Officers of Industrial Organisations
35. Time Book, Sheet or Records
37. Amenities
38. First-aid Ambulance Chest
39. Award Posted
41. Shop Stewards and Representatives
43. Notice Boards
45. Tools of Trade
46. Disability Allowance
50. Blood Donors
51. Attendance at Hospital

32.2.17 provide outworkers with all necessary materials, trimmings and sewing threads.

32.3 Where a person has performed work for an employer as an outworker, such person may make a claim for payment for such work by serving upon the employer a statutory declaration specifying the identity of the person, the work performed and the payment claimed therefore. Such statutory declaration, if served within six months of completion of that work, shall be accepted as proof of liability on the part of

the employer to pay the sum claimed, unless that employer against whom the claim is made is able to prove:

32.3.1 that the work for which the claim is made was not, in fact, done; and/or

32.3.2 the payment claimed as due was not the correct payment for the work that was actually done.

32.4 In any proceedings commenced concerning work performed pursuant to this clause, it lies upon any person alleging that the person performing such work was not an employee to prove that this was the case.

32.5 An employer bound by this clause shall not in any way, whether directly or indirectly, be a party to or concerned in conduct that:

32.5.1 hinders, prevents or discourages the observance of this clause; or

32.5.2 causes or encourages or is likely to cause or encourage, a breach of, or non-observance of, this clause.

32.6 An employer shall provide to the outworker, each time work is given out, information as to their entitlements as per Schedule "C" of this award.

33. Registration of Employers

33.1 Except as prescribed in clause 31.1, Contract Work, an employer bound by this award having or proposing to have work performed away from the employer's own factory or workshop pursuant to clauses 31, Contract Work, and 32, Outworkers, shall make application for registration to the Industrial Committee.

33.2 The Industrial Committee may register the employer on conditions as determined by it for a twelve-month period. The Industrial Committee may revoke the registration if any or all of such conditions have not been complied with.

33.3 Upon registration the employer will be given a registration number.

33.4 The Industrial Registrar shall maintain a record of employers registered pursuant to this clause.

33.5 Upon registration and at yearly intervals thereafter, such employer shall cause a notice to be placed in the public notices column of a metropolitan daily newspaper circulating throughout the State in which the work is to be performed, notifying such registration. Such notice shall:

33.5.1 specify the identity of the employer and the registration number; and

33.5.2 specify where all documents in the employer's possession or custody containing the terms of any agreement or contract to perform work made in accordance with the provisions of this award may be inspected by a person entitled under the award to do so.

33.6 An employer, by application to the Industrial Committee or (subject to any order by the said Committee or the Industrial Relations Commission of New South Wales) by agreement in writing with the Secretary of the Union, may be exempted from the requirement to comply with the provisions of clause 33.5. Where any such agreement is made a copy shall be lodged with the Industrial Registrar.

34. Entry and Inspection by Officers of Industrial Organisations

34.1 The *Industrial Relations Act 1996* (New South Wales) ("the Act") provides for Right of Entry in the following terms:

34.1.1 Definitions

(i) In this Part:

authorised industrial officer means an officer or employee of an industrial organisation of employees who holds an instrument of authority for the purposes of this Part issued by the Industrial Registrar under section 299 of the Act

employees' records includes records of the remuneration of employees, part-time work agreements with the employees or other records relating to the employees that are required to be kept by the employer by or under the industrial relations legislation or an industrial instrument.

officer of an industrial organisation includes any person who is concerned in, or takes part in, the management of the organisation.

relevant employee, when used in connection with the exercise of a power by an authorised officer of an industrial organisation, means an employee who is a member of the organisation or who is eligible to become a member of the organisation.

(ii) This Part does not confer authority on an authorised industrial officer to enter any premises for the purposes of holding discussions with employees or of an investigation if:

- (1) the persons employed at that place are employed by a person who holds a certificate of conscientious objection under section 212 (3) of the Act because of membership of a religious society or order (such as the Brethren), and
- (2) none of the persons employed at those premises are members of an industrial organisation, and
- (3) there are no more than 20 persons employed at those premises.

34.2 Right of entry for discussion with employees - An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of holding discussions with the employees at the premises in any lunch time or non-working time.

34.3 Right of entry for investigating breaches

34.3.1 An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of investigating any suspected breach of the industrial relations legislation, or of any industrial instrument that applies to any such employees.

34.3.2 For the purpose of investigating any such suspected breach, the authorised industrial officer may:

- (i) require any employer of relevant employees to produce for the officer's inspection, during the usual office hours at the employer's premises or at any mutually convenient time and place, any employees' records and other documents kept by the employer that are related to the suspected breach, and
- (ii) make copies of the entries in any such records or other documents related to any such suspected breach.

34.3.3 An authorised industrial officer must, before exercising a power conferred by this section, give the employer concerned at least 24 hours' notice.

34.3.4 The Commission or the Industrial Registrar may, on the ex parte application of an authorised industrial officer, waive the requirement to give the employer concerned notice of an intended exercise of a power conferred by this section if the Commission or the Industrial Registrar is satisfied that to give such notice would defeat the purpose for which it is intended to be exercised.

34.3.5 If the requirement for notice is waived under subclause 34.3.4:

- (i) the Commission or Industrial Registrar is to give the authorised industrial officer a warrant authorising the exercise of the power without notice, and
- (ii) the authorised industrial officer must, after entering the premises and before carrying out any investigation, give the person who is apparently in charge of the premises the warrant or a copy of the warrant

34.4 Provisions relating to authorities issued to officers -

34.4.1 The Industrial Registrar may, on application, issue an instrument of authority for the purposes of this Part to an officer or employee of an industrial organisation of employees.

34.4.2 An authorised industrial officer is required to produce the authority:

- (i) if requested to do so by the occupier of any premises that the officer enters, or
- (ii) if requested to do so by a person whom the officer requires to produce anything or to answer any question.

34.4.3 The authority:

- (i) remains in force until it expires or is revoked under this section, and
- (ii) expires when the person to whom it was issued ceases to be an officer or employee of the industrial organisation of employees concerned.

34.4.4 The Industrial Registrar may, on application, revoke the authority if satisfied that the person to whom it was issued has intentionally hindered or obstructed employers or employees during their working time or has otherwise acted in an improper manner in the exercise of any power conferred on the person by this Part.

34.4.5 An application for the revocation of an authority is to set out the grounds on which the application is made.

34.4.6 A person to whom an authority has been issued under this section must, within 14 days after the expiry or revocation of the authority, return the authority to the Industrial Registrar for cancellation.

Maximum penalty: 20 penalty units.

34.5 No entry to residential premises without permission - An authorised industrial officer does not have authority under this Part to enter any part of premises used for residential purposes, except with the permission of the occupier.

34.6 Offences -

34.6.1 An authorised industrial officer must not deliberately hinder or obstruct the employer or employees during their working time.

34.6.2 A person must not deliberately hinder or obstruct an authorised industrial officer in the exercise of the powers conferred by this Part.

34.6.3 A person must not, without lawful excuse, fail to comply with a requirement of an authorised industrial officer under this Part.

34.6.4 A person must not purport to exercise the powers of an authorised industrial officer under this Part if the person is not the holder of a current authority issued by the Industrial Registrar under this Part.

Maximum penalty: 100 penalty units.

34.7 Powers of Commission - The Commission may deal with an industrial dispute about the operation of this Part, but does not have any jurisdiction to make an award or order conferring additional or inconsistent powers of entry or inspection.

Industrial relations legislation means any of the following Acts and the regulations made under any such Act:

Industrial Relations Act 1996

Annual Holidays Act 1944

Employment Protection Act 1982

Long Service Leave Act 1955

Long Service Leave (Metalliferous Mining Industry) Act 1963.

An industrial instrument means an award, an enterprise agreement, a public sector industrial agreement, a contract determination or a contract agreement.

35. Time Book, Sheet Or Records

35.1 The employer shall provide in each factory, workshop or place where work is being performed, a time and wages book or sheet or records, which shall have correctly recorded in ink, or by other means except pencil and in the English language, the following particulars:

35.1.1 The initials and surname and classification or classifications (when engaged on mixed functions) of each employee.

35.1.2 The date of birth and experience and time work rate of pay of improvers in respect of new employees at the date of engagement.

35.1.3 The number of hours of ordinary time worked by each employee each day and each week and the amount of weekly superannuation contributions paid in accordance with clause 55, Superannuation.

35.1.4 The number of hours of overtime worked by each employee each day and each week.

35.1.5 The total amount of wages paid to each employee each week.

35.1.6 The actual name of the day and the date of each day of each week and also the name of the day and the date on which each week ends.

35.1.7 All holiday, annual leave, long service and sick leave payments.

35.2 Where any employee is employed under any system of payment by results, the employer shall keep a correct record of the rates and of the class and number of articles or parts of articles on which work is done by such employee each week.

35.3 For further information, see the *Industrial Relations Act 1996*.

36. Seating Accommodation

36.1 When it is necessary for employees to sit at their work, seats shall be provided for the employees by the employer. Such seats shall be reasonably comfortable seats.

- 36.2 A seat provided for any employee shall have a back to it, unless the work of such employee cannot be conveniently done in such a seat, or unless the employee requests to be allowed to use a seat without a back to it.

37. Amenities

- 37.1 Lighting and Heating - In connection with every factory or workshop, the employer shall make provision for adequate warmth during cold weather and cooling during hot weather where necessary (fans or the like) and adequate light for the employees to perform their work, and as far as possible artificial light shall be avoided.

37.1.1 For the purposes of this clause a factory or workshop shall include any building, establishment, depot or place where any person is employed upon any work to which this award is applicable.

37.1.2 The requirements specified by this subclause shall also apply to any dining room and/or rest room provided by the employer in accordance with the provisions of subclauses 37.6 or 37.7.

- 37.2 Floor Covering - The working areas of factory floors, when used by employees, shall be covered by suitable floor coverings, other than in passageways which hydraulic lifts and mechanical motorised equipment such as fork lifts traverse, to ensure that no employee shall be called upon to work on bare concrete, brick, stone or wooden floor. Such floors shall be covered in a manner to adequately ensure comfortable conditions. Provided that in the case of wooden floors, an employer may be exempted from such requirements by agreement of the Union in writing or as approved by the Industrial Relations Commission of New South Wales, if it is considered such wooden floor is in good condition, is well maintained and ensures comfortable working conditions.

37.2.1 The requirements specified by this subclause shall also apply to the dining room and/or rest room provided by the employer in accordance with the provisions of subclause 37.6. Linoleum or vinyl or rubber, all of a heavy weight, or materials with similar qualities shall be considered suitable. Seamless in situ composition floor surfacing of sufficient thickness fully covering the specified areas shall also be considered suitable.

- 37.3 Drinking Water - Refrigerated, clean and wholesome drinking water shall be provided in places easily accessible to all employees. Drinking water kept in a refrigerator shall constitute compliance with this subclause.

- 37.4 State Regulations - The laws and regulations in force on 1 February 1983 in New South Wales relating to factories and workshops in respect to sanitation, lavatories, factory cleanliness, heating and light and limitations as to the weights females shall be permitted to lift or carry, shall be incorporated into and be read as part of this award insofar as such laws and regulations do not conflict with this award. Provided, however, and it is hereby expressly declared that nothing in this clause shall be deemed to abrogate, effect, repeal, amend or in any degree render inoperative any State law except of any inconsistency of such State law with this award.

- 37.5 Toilet Accommodation - Notwithstanding the foregoing, a separate toilet shall be provided in factories where mixed sexes are employed, and approaches thereto properly separated for the sexes, shall be provided.

- 37.6 Dining Accommodation -

37.6.1 An employer of more than 10 employees shall provide a separate room (reasonably convenient to the working area) or portion of the factory or workshop as a dining room and keep the same and its facilities hygienically clean.

- (i) Dining room tables shall be of laminated plastic top construction or be covered by some material which can be kept hygienically clean.
- (ii) The seating provided shall be fitted with backs.

- (iii) An adequate supply of boiling water shall be made readily available to employees without charge at the time at which their meal break or rest period commences. The employer shall also provide a refrigerator and a facility for heating food.
- (iv) The size of the dining room, the number of tables and its seating accommodation shall be adequate if at least three quarters of the employees taking a meal break at the one time are able to use the same in reasonable manner and without congestion.
- (v) The dining room shall not be used for work room or work room storage purposes.

The words "reasonably convenient to the working area" shall have the meaning set out in Appendix "B" Form of Declaration - Amenities to this award.

37.6.2 An employer of more than 10 employees may make an application to the Industrial Relations Commission of New South Wales for exemption from any of the provisions of clause 37.6.1 and the Commission may grant such exemption provided that it is satisfied either:

- 37.6.2.1 that is it impracticable for such employer to provide the said dining room and/or facilities; or
- 37.6.2.2 that for some other good reason exemption from the provisions of such paragraph ought to be granted to such employer

Provided that where such an exemption is obtained, the disability payments prescribed in clause 46, Disability Allowance, shall still be payable.

37.6.3 Without affecting the rights of any party before the Industrial Relations Commission of New South Wales, the Commission shall consider and, if necessary, make recommendations as to the suitability or otherwise of the dining room and/or dining room facilities of a particular employer before proceedings for breach of this clause or clause 46 may be taken.

37.7 Rest Room -

37.7.1 In any factory or workshop in which females are employed, a separate properly ventilated room (reasonably convenient to the working area) with seating and a couch or folding lounge shall be provided as a rest room.

An area enclosed by permanent partitioning of hardboard or the like, at least six feet high, with a door or curtained doorway shall be acceptable as a separate room. Where a folding lounge is provided, it shall be set up for immediate use. A pillow, blanket and hot water bottle shall be provided. The rest room and its facilities shall be kept ready for immediate use.

With the approval of the Union a common rest room may be provided for employees of two or more employers, subject to the stipulation contained in Appendix "B" to this award.

The rest room shall not be used for work room or work room storage purposes.

The words "reasonably convenient to the working area" shall have the meaning set out in Appendix "B".

37.7.2 An employer of less than 10 female employees may make an application to the Industrial Relations Commission of New South Wales for exemption from any of the provisions of clause 37.7.1 and such a tribunal may grant such exemption provided that it is satisfied either:

- 37.7.2.1 that it is impracticable for such employer to provide the said rest room and/or facilities; or

37.7.2.2 that for some other good reason an exemption from the provisions of such paragraph ought to be granted to such employer.

Provided that where such an exemption is obtained, the disability payments prescribed in clause 46, Disability Allowance, shall still be payable.

37.7.3 Without affecting the right of any party before the Industrial Relations Commission of New South Wales, the Commission shall consider and, if necessary, make recommendations as to the suitability or otherwise of the dining and/or rest room facilities of a particular employer before proceedings for breach of this clause and/or clause 46 may be taken.

37.8 Hanging Facilities - Each employer shall at some reasonably convenient place on the employer's premises provide proper hanging facilities which afford reasonable protection for employees' clothes.

38. First-Aid Ambulance Chest

Every factory or workshop shall have, in some accessible place, a first-aid ambulance chest which shall be a suitable dust-proof receptacle made of either metal or wood for the use of the employees. Such chest shall be equipped and supplied with those articles prescribed by the Occupational Health and Safety Regulation 2001, as amended from time to time.

39. Award Posted

A copy of this award and its amendments when available shall be posted and kept posted by the employer in a prominent place in the workshop or factory.

40. Industrial Committee

40.1 For the purposes of this award, power is given to the Industrial Registrar to appoint an Industrial Committee.

40.2 An Industrial Committee shall consist of two representatives of the Union, two representatives of the employer and the Industrial Registrar or Deputy Industrial Registrar (as the case requires), or such other person as the Industrial Registrar or the Deputy Industrial Registrar may nominate as Chairperson of the Industrial Committee. In the event of the representative members of the Industrial Committee being equally divided in opinion, the Chairperson may cast a vote to give a majority decision.

40.3 Any person appointed a member of the Industrial Committee by the Registrar may appoint a substitute to act in that person's stead at any time.

40.4 Three members, one of whom may be the Registrar or Deputy Registrar or a Deputy therefore as provided in subclause 40.2, shall constitute a quorum.

40.5 An Industrial Committee may sit at such times and places as the members may agree or the Registrar or Deputy Registrar (as the case requires) may fix and may adjourn from time to time and from place to place.

40.6 The functions of the Industrial Committee shall be:

40.6.1 To settle disputes as to matters under this award.

40.6.2 To deal with any dispute affecting the amicable relations of the parties.

40.6.3 To hear and decide any dispute referred to it by the Industrial Relations Commission of New South Wales as to or arising out of the weekly output or task or any dispute referred to it by the Commission as to the fixation of the amount of work to be done by employees, or any dispute arising out of the fixation of the rates to be paid to payment-by-results workers or outdoor workers.

- 40.7 The decision of the Industrial Committee may be reviewed and altered by the Industrial Relations Commission of New South Wales on the application of any party to this award, provided that notice of an application to the Commission to review such decision be given within 14 days of such decision and an application be lodged with the Registrar or Deputy Registrar asking for such review within 21 days of such decision. The Commission may give extended time for such notice and application at any time.
- 40.8 Nothing in this clause shall take away from any party the right to apply to the Industrial Relations Commission of New South Wales or to the court, given by the Industrial Relations Act 1996, whether for a variation or an interpretation of this award.

41. Shop Stewards and Representatives

Shop stewards and official union representatives shall be recognised by the employer and shall be allowed time off during working hours to interview the employer if there is any legitimate complaint. Shop stewards shall have reasonable access to a telephone during working hours.

42. Uniforms

If an employer requires an employee to wear a uniform they shall pay for the provision and cleaning of such uniform .

43. Notice Boards

The employer shall make facilities available in a prominent position in the workshop or factory, upon which representatives of the Union shall be allowed to post union notices. Any notice so posted shall be countersigned by the representative of the Union and, in the absence of a countersignature, may be removed by the Union representative or the employer.

44. Protective Clothing

Where any person is required to work under wet or dirty conditions, suitable protective clothing, including footwear, shall be supplied free of charge by the employer to the employee concerned.

Any dispute as to the necessity or suitability of such clothing shall be determined by the Industrial Committee.

45. Tools of Trade

The employer shall provide all necessary tools for employees in each workshop or factory.

46. Disability Allowance

- 46.1 Subject to subclauses 37.6.2 and/or 37.6.3 where a dining room and/or its facilities, in any establishment having more than ten employees, are inadequate in that they do not satisfy the provisions of subclause 37.6 the employer shall, in addition to the rates set out elsewhere in this award, pay to each employee in that establishment a disability allowance as set in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per day for each day worked by such employee whilst suffering such disability of inadequate conditions.

Where such dining room and its facilities are only adequate for a lesser number of employees than the required minimum prescribed by clause 37.6.1, the disability referred to shall be deemed to have been suffered by the balance of the total employees in that establishment taking a meal break at the one time. In such case the total amount of the disability payments due to the number of employees who suffered such disability shall be shared equally amongst all the employees in that establishment.

- 46.2 Subject to subclauses 37.7.2 and/or 37.7.3 where a rest room and/or its facilities, in an establishment, are inadequate in that they do not satisfy the provisions of clause 37.7 the employer shall, in addition to the rates set out elsewhere in this award, pay to each female employee in that establishment a disability allowance as set in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per day for each day worked by such employee whilst suffering such disability of inadequate conditions.

The disability referred to shall be deemed to have been suffered by all female employees in that establishment during that period of their respective employment when the rest room and its facilities were not of the prescribed standard.

Provided that an employer shall not be held liable for payment of such disability allowance should any of the equipment specified in subclause 37.7.1 supplied by the employer be subsequently missing through no fault of such employer.

- 46.3 Any excess wages payable to an employee on account of work performed or for any other reasons shall not be off-set against the disability payments prescribed in this clause.

47. Bereavement Leave

- 47.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay up to and including the day of the funeral on each occasion of the death of a person prescribed in subclause 47.3.

- 47.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

- 47.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in clause 24.1.3(ii), Personal Carers Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- 47.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- 47.5 Bereavement leave may be taken in conjunction with other leave available under clauses 24.2, 24.3, 24.4, 24.5, and 24.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- 47.6 Bereavement entitlements for casual employees

47.6.1 Subject to the evidentiary and notice requirements in 47.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 24.1.3(ii) of clause 24, Personal/Carer's Leave.

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

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

48. Accident Pay

- 48.1 An employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

- 48.2 Definitions - For the purposes of this clause and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder:

48.2.1 Workers' Compensation Act - The Workers' Compensation Acts applicable in New South Wales are the *Workers' Compensation Act 1987* as amended from time to time, and the *Workplace Injury Management and Workers Compensation Act 1998* as amended from time to time.

48.2.2 Injury - Injury shall be given the same meaning and application as applying under the respective Workers' Compensation Acts. No injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under such Acts .

48.2.3 Accident Pay -

- (i) Total Incapacity - In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Workers Compensation Acts means a weekly payment of an amount representing the difference between, on one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity for the week in question and, on the other hand, the total weekly award rate and weekly overaward payment, if any, being paid to such employee at the date of the injury. Provided that, in making such calculation, any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment of results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account.
- (ii) Partial Incapacity - In the case of an employee partially incapacitated within the meaning of the Workers' Compensation Acts, means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation paid to the employee during incapacity for the week in question, together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the appropriate Accident or Workers' Compensation Tribunal or its equivalent in the State or Territory of employment or as agreed between the parties) and, on the other hand, the total weekly award rate and weekly overaward payment, if any, being paid to such employee at the date of the injury. Provided that, in making such calculation, any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer shall not be taken into account.

The total weekly award rate and weekly overaward payment abovementioned shall be the same as that applying for a total incapacity. Provided that, where an employee receives a weekly payment of compensation under the Workers Compensation Acts and subsequently such payment is reduced pursuant to the said Act, such reduction shall not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

- (iii) Payment for Part of a Week - Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata.

48.3 Qualifications for Payment - Always subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Workers' Compensation Acts, be paid accident pay by their employer who is liable to pay compensation under the respective Acts. The liability by the employer for accident pay may be discharged by another person on the employer's behalf, provided that:

48.3.1 Accident pay shall only be payable to an employee whilst they remain in the employment of the employer by whom they were employed at the time of the incapacity. Provided that if an employee on partial incapacity cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

Provided further that, in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or

- (ii) arises from a declaration of liquidation of the company, in which case the employee's entitlement shall be determined by the appropriate New South Wales legislation.

In order to qualify for the continuance of accident pay on termination an employee shall, if required, provide evidence to their employer of the continuing payment of weekly workers' compensation payments.

48.3.2 Accident pay shall not apply in respect of any injury sustained during the first five normal working days of incapacity.

48.3.3 An employee on engagement may be required to declare all workers' compensation and/or accident claims made pursuant to the Acts as herein defined in the previous five years. In the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this award.

48.4 Maximum Period of Payment - The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 26 weeks for any one injury as defined in clause 48.2.2

48.5 Absences on Other Paid Leave - An employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave or long service leave or for any paid public holiday in accordance with the appropriate award provisions.

48.6 Notice of Injury - An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the injury to their employer and of its manner of happening as soon as practicable and shall provide in writing all other information as the employer may reasonably require.

48.7 Furnishing of Evidence - An employee who has suffered any injury for which they are receiving payment or payments for incapacity in accordance with the provisions of the respective *Workers Compensation Acts* shall furnish evidence to the employer from time to time as required by the employer of such payments. Compliance with this obligation shall be a condition precedent to any entitlement under this clause.

Any employee who is receiving or who has received accident pay in respect of any injury shall, if required by the employer or other person on the employer's behalf, authorise their employer to obtain any information required concerning such injury or compensation payable from the insurance company.

48.8 Medical Examination - Nothing in this clause shall in any way be taken as restricting or removing the employer's rights under the respective *Workers Compensation Acts* to require the employee to submit themselves to examination by a legally qualified medical practitioner, provided and paid by the employer. If the employee refuses to submit themselves to such examination or in any way obstructs the same, the employee's right to receive or continue to receive accident pay shall be suspended until such examination has taken place.

Where in accordance with the respective *Workers Compensation Acts* a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

Where an employer is unable to provide work of the nature stipulated by the medical referee, an employee shall take all reasonable steps to obtain such work with another employer and, in the event of the employee's failure to do so, payment of accident pay shall cease.

48.9 Redemption or commutation of Weekly Payment - Where there is a redemption or commutation (as the case may be) of weekly compensation payments by the payment under the respective Act of a lump sum the employer's liability to pay accident pay shall cease as from the date of such redemption or commutation.

- 48.10 Insurance Against Liability - Nothing in this clause shall require an employer to insure against the employer's liability for accident pay nor shall it affect the right of an employer to terminate the employment of the employee.
- 48.11 Variation in Compensation Rates - Any changes in compensation rates under the respective Acts shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.
- 48.12 Death of Employee - All rights to accident pay shall cease on the death of an employee.
- 48.13 Safety Regulations - Without prejudice to the terms of this clause the Union shall use its endeavours to have its members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of any employer of its members.
- 48.14 Superannuation - An employer shall pay superannuation contributions paid in accordance with clause 55, Superannuation, to an employee receiving accident pay in accordance with this clause.

49. Jury Service

An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer, until discharged from such service, an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of the award classification rate the employee would have received had the employee not been on jury service. An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their employer proof of their jury service, the duration of such service and the amount received in respect of such service.

Provided that where an employee is working on afternoon shift and is required to attend for jury service, and is empanelled or is required to remain until the afternoon session of Court, the employee shall not be required to attend for work on the shift occurring on that day and shall be entitled to reimbursement as indicated above.

50. Blood Donors

A weekly employee who is absent during ordinary working hours to attend a recognised clinic for the purpose of donating blood shall not suffer any deduction of ordinary pay, up to a maximum of two hours on each occasion and subject to a maximum of four separate absences each calendar year. Provided that such employee shall arrange, as far as practicable, for their absence to be as close as possible to the beginning or the ending of their ordinary working hours.

Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the employer. Further, the employee shall notify their employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

51. Attendance at Hospital

An employee suffering an injury through an accident arising out of and in the course of the employee's employment (not being an injury in respect of which the employee is entitled to workers' compensation) necessitating the employee's attendance during working hours at a doctor or at hospital, shall not suffer any deduction from their pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

52. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

53. Introduction of Change

53.1 Employer's Duty to Notify -

53.1.1 Where an employer is planning to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, whether or not a definite decision has been made, the employer shall notify the employees who may be affected by the proposed changes, the Consultative Committee and their union.

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

53.2 Employer's Duty to Discuss Change -

53.2.1 The employer shall discuss with the employees affected, the Consultative Committee and their union, inter alia, the introduction of the changes referred to in clause 53.1.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees, the Consultative Committee and/or their union in relation to the changes.

53.2.2 The discussions with employees affected, the Consultative Committee and their union shall commence as early as practicable after the activities referred to in subclause 53.1.1.

53.2.3 For the purposes of such discussion, the employer shall provide in writing to the Consultative Committee, and to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

54. Redundancy

54.1 Consultation and Provision of Information -

54.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their Union.

54.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of clause 54.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

54.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

- 54.2 Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in clause 54.1.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.
- 54.3 Severance Pay - In addition to the period of notice prescribed for ordinary termination in clause 20.2, Terms of Engagement, and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in clause 54.1.1 shall be entitled to the following amount of severance pay in respect of a continuous period of service:

54.3.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of service	Under 45 years of age entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

54.3.2 Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of service	45 years of age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

"Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances paid in accordance with this award.

- 54.4 Employee Leaving During the Notice Period - An employee whose employment is terminated for reasons set out in subclause 54.1.1, may terminate the employee's employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- 54.5 Alternative Employment - An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 54.6 Time Off During Notice Period -
- 54.6.1 During the period of notice of termination given by the employer for reasons set out in clause 54.1.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 54.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be

required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- 54.7 Notice to Centrelink - Where a decision has been made to terminate employees in the circumstances outlined in subclause 54.1.1, the employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 54.8 Superannuation Benefits - Award superannuation benefits payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause. Any non-award superannuation benefit payable upon termination shall not be used in lieu of any severance payments made in accordance with this clause, other than by further order of the Industrial Relations Commission of New South Wales.
- 54.9 Transmission of Business -
- 54.9.1 Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- 54.9.2 In this subclause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.
- 54.10 Employees with less than 12 Months Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give the relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 54.11 Employees Exempted - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.
- 54.12 Employers Exempted - Subject to an order of the Industrial Relations Commission of New South Wales, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.
- 54.13 Incapacity to Pay - An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied, on the basis of the employer's incapacity to pay within eight weeks of the termination of the employee(s).

55. Superannuation

55.1 Preamble - Superannuation Legislation -

55.1.1 The subject of superannuation is dealt with extensively by federal legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s.124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

55.1.2 Notwithstanding subclause 55.1.1, the following provisions shall also apply:

55.2 Definitions -

55.2.1 "The Fund", for the purposes of this clause, shall mean the:

- (i) Australian Retirement Fund established and governed by a Trust Deed on 11 July 1986, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (ii) subject to the agreement of the Secretary of the Union and its members, an employer-sponsored fund established prior to 1 July 1987 which complies with the *Superannuation Industry (Supervision) Act 1993*, and as set out in clause 55.7.2.

55.2.2 "Ordinary-time Earnings" - For the purposes of this clause, all references to ordinary-time earnings will mean and include:

- (i) award skill level or classification rate;
- (ii) supplementary payment (where relevant);
- (iii) overaward payment;
- (iv) shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty, not when worked as overtime;
- (v) payment by results earnings;
- (vi) all non-reimbursable allowances payable under the award.

55.2.3 "The Table", for the purposes of this clause, means the following table:

Financial Year	Percentage	
	Column A	Column B
1992-93 (1 July - 31 December)	4	3
1992-93 (1 January - 30 June)	5	3
1993-94	5	3
1994-95	5	4
1995-96	6	5
1996-97	6	6
1997-98	6	6
1998-99	7	7
1999-2000	7	7
2000-01	8	8
2001-02	8	8
2002-2013	9	9
2014-2015	9.25	9.25
2015 and subsequent years	9.5	9.5

- (i) Column A in the table above specifies the charge percentages where the employer's national payroll for the base year (the 1991-92 financial year) exceeded \$1,000,000.
- (ii) Column B in the table above specifies the charge percentage where the employer's national payroll for the base year (the 1991-92 financial year) did not exceed \$1,000,000.

- (iii) Subject to amendments to the charge percentages prescribed in the *Superannuation Guarantee (Administration) Act 1992* (SGA Act), the above table is deemed to be changed to reflect amendments.

55.2.4 Red Circled Employee - For the purpose of this clause, a Red Circled Employee is an employee who was:

- (i) in the employ of an employer at 30 June 1995; and
- (ii) whose ordinary-time earnings were less than \$380.60 at 30 June 1995; and
- (iii) the employee's superannuation entitlements prior to 30 June 1995 were greater than the superannuation percentage requirements under the *Superannuation Guarantee (Administration) Act 1992*.

A Red Circled Employee's superannuation entitlements are detailed in subclause 55.5.

55.3 Employers to Become a Party to the Fund -

55.3.1 A respondent employer shall make application to the fund to become a participating employer in the fund and shall become a participating employer upon acceptance by the Trustee of the fund.

55.3.2 A respondent employer shall provide each employee who is not a member of the fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

55.3.3 Each employee shall be required to complete the membership application and the employer shall forward the completed application to the fund by the end of the calendar month of commencement of this clause or commencement of employment.

55.4 Eligibility of Employees -

55.4.1 Each employee shall be eligible to join the fund upon commencement of employment.

55.4.2 Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in clause 55.3.3 was forwarded to the fund.

55.5 Employer Contributions on Behalf of Each Employee -

55.5.1 Notwithstanding the provisions of subclause 55.5.2, and the legislation referred to therein, a respondent employer must contribute to the fund in respect of each employee, irrespective of the age and/or earnings of the employee, such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*. Failure to comply with this paragraph shall constitute a distinct and separate breach of this paragraph.

55.5.2 Red Circled Employee - A Red Circled Employee must not be disadvantaged in the provision of their superannuation entitlements by employers transferring from the Stage 1 system to the Stage 2 system of calculation of superannuation obligations outlined below.

For the purpose of this clause, an employee will be deemed to be a Red Circled Employee if:

- (i)
 - (1) in the employ of an employer at 30 June 1995; and
 - (2) whose ordinary-time earnings were less than \$380.60 at 30 June 1995; and

- (3) the employee's superannuation entitlements prior to 30 June 1995 were greater than the superannuation percentage requirements under the Superannuation Guarantee (Administration) Act 1992.
- (ii) The system of calculating a Red Circled Employee's full superannuation entitlements must be the Stage 1 system outlined in clause 55.5.2 (iii)(1), until such time as the employee's full superannuation entitlements would be equal to or greater under the Stage 2 system of calculation outlined in clause 55.5.2(iii)(2).
- (iii)
 - (1) The Stage 1 system of calculating an employer's full superannuation obligations for an employee is by the provision of superannuation contributions as follows:

Full-time Adult	\$14.00 per week
Juniors and Apprentices	\$10.50 per week
Part-time and Casual:	
working up to 30 hours per week	\$10.50 per week
working 30 hours or more per week	\$13.50 per week; and

 - (A) 1.32 per cent of ordinary-time earnings as defined in clause 55.2.2 if the employer's payroll was in excess of \$1,000,000 as at 1 July 1992; or
 - (B) 0.32 per cent of ordinary-time earnings as defined in clause 55.2.2 if the employer's payroll was less than \$1,000,000 as at 1 July 1992.
 - (2) Subject to the provisions of clause 55.5.2(ii), the Stage 2 method of calculating an employer's full superannuation obligations for an employee is by applying the relevant percentage as outlined in the table located in clause 55.2.3 to the employee's ordinary-time earnings.

Failure to comply with this subclause shall constitute a distinct and separate breach of this subclause.

55.5.3 Such contribution shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.

The amount of contributions to the fund shall be calculated to the nearest ten cents, and any fraction below five cents shall be disregarded.

55.5.4 The fund and the amount of contributions paid in accordance with this clause and clause 55.6 shall be included in pay advice notices provided by employers to each employee.

55.5.5 Contributions shall continue to be paid in accordance with this subclause during any period in respect of which an employee is entitled to receive accident pay in accordance with clause 48, Accident Pay.

55.5.6 Unpaid Absences - Except as where specified in the rule of the fund, contributions by respondent employers in respect of unpaid absences will be proportional to the wage received by the employee concerned in a particular pay period. For the purpose of this clause, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.

55.5.7 Cessation of Contributions - A respondent employer's obligation to make contributions on behalf of the employee ceases on the last day of employment with the employer.

55.6 Employee Contributions -

55.6.1 An employee may make contributions to the fund in addition to those made by the respondent employer under clause 55.5.

55.6.2 An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the fund, from the employee's wages, amounts specified by the employee in accordance with the fund's Trust Deed and Rules.

55.6.3 An employer who receives written authorisation from the employee must commence making payments into the fund on behalf of the employee within 14 days of receiving the authorisation.

55.6.4 An employer may vary the additional employee contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receiving the authorisation. An employee may only vary the employee's additional contributions once each month.

55.6.5 Additional employee contributions to the fund, requested under this subclause, shall be expressed in whole dollars.

55.7 Exemptions -

55.7.1 An employer may make an application for exemption from subclause (f) of this clause in respect of contributions to the fund for employees who are not members of the Union.

Applications for exemption shall be determined in accordance with the Superannuation Test Case (Print L5100) and the December 1994 State Wage Case principles or any decision made in succession thereto.

55.7.2 It is recorded that the scheme specified in the first column hereunder is a scheme to which this paragraph applies and that the agreement of the Union and its members has effect on and after 1 July 1987.

(1)	(2)	(3)
Name of Scheme	Covered	Date of Effect of Union Agreement
Pacific Dunlop Superannuation Fund		1 July 1987

56. Enterprise Bargaining

56.1 The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the clothing industry to enhance the career opportunities, quality of working life and job security of workers in the industry.

56.2 An employer, employees and the Union may develop an enterprise bargaining agreement in accordance with the provisions of this clause and Schedule E or such other procedures that are agreed in writing between the employer and the Secretary of the Union. The agreement shall, to the extent of any inconsistency, take precedence over any provisions of this award.

56.3 In each workplace in the clothing industry seeking to develop an enterprise bargaining agreement, an employer, employees and the Union shall establish a consultative committee in accordance with Schedule E or such other procedures that are agreed in writing between the employer and the Secretary of the Union.

56.4 The basis for the work of the consultative committee shall be to consider matters raised by committee members which impact on employees and/or which contribute to the improved operation and efficiency of the enterprise as outlined in clause 56.1.

56.5 The matters raised for inclusion in an enterprise bargaining agreement may, amongst other things, involve:

- spread of hours
- shift work
- job redesign and work organisation
- work related childcare
- vocational training
- English language training
- foundation education training
- arrangement of leave
- operation of payment by results systems
- work health and safety
- leave for special purposes
- parental leave
- job sharing

56.6 An enterprise bargaining agreement shall not act to:

- 56.6.1 reduce the award rate in accordance with clause 6, Rates of Pay;
- 56.6.2 increase the ordinary hours of work in any roster system beyond an average of 38 hours per week;
- 56.6.3 reduce the quantum of meal money in accordance with clause 17, Meal Money;
- 56.6.4 reduce the number or duration of rest periods contained in clause 18, Rest Period;
- 56.6.5 reduce the quantum of period of notice in accordance with clause 20, Terms of Engagement;
- 56.6.6 reduce the quantum of annual leave and annual leave loading in accordance with clause 21, Annual Leave;
- 56.6.7 reduce the quantum of sick leave entitlement in accordance with clause 23, Sick Leave;
- 56.6.8 reduce the quantum of holidays in accordance with clause 28, Holidays;
- 56.6.9 affect the provisions of clauses 31, Contract Work, 32, Outworkers, and 33, Registration of Employers, for the purpose of clauses 31 and 32;
- 56.6.10 reduce the quantum of bereavement leave in accordance with clause 47, Bereavement Leave;
- 56.6.11 reduce the quantum of accident make up pay in accordance with clause 48, Accident Pay;
- 56.6.12 reduce the quantum of unpaid leave in accordance with clause 52, Parental Leave;
- 56.6.13 reduce the quantum of severance pay in accordance with clause 54, Redundancy;
- 56.6.14 reduce the quantum of superannuation contributions in accordance with clause 55, Superannuation.

57. Anti- Discrimination

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

- 57.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 57.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 57.4 Nothing in this clause is to be taken to affect:
- 57.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 57.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 57.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 57.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 57.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

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

58. Area, Incidence and Duration

- 58.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Clothing Trades (State) Award published 15 January 2016 (378 I.G. 862), and all variations thereof.
- 58.2 The award published 15 January 2016 took effect from the beginning of the first pay period to commence on or after 24 November 2015. The award remains in force until varied or rescinded, the period for which it was made having already expired.
- 58.3 It shall apply to employees referred to in clause 6, Rates of Pay, within the jurisdiction of the Clothing Trades (State) Industrial Committee.
- 58.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 March 2019.

59. Appendix a - Form of Indenture of Apprenticeship

This indenture, made the day of 20 between employer, apprentice, and their executors, administrators or assignees, witnesses that the said employer does hereby covenant with the said apprentice, and the said parent or guardian, that he or she, the said employer will:

- (a) Take and receive the said apprentice as his or her apprentice for the full term of years from the day of 20
- (b) To the best of his or her power, knowledge and ability to teach and instruct, or cause to be taught and instructed, the said apprentice in the art and craft of
- (c) Pay to the said apprentice (during such time as he or she shall observe and perform the term of this indenture) at least the wage set forth in this award.
- (d) Pay to the said apprentice such further rates for overtime worked as may be fixed by this award.
- (e) Within 14 days from the date hereof, place the said apprentice under the direction of a qualified person.
- (f) On completion of the term herein named, hand over to the said apprentice a copy of this indenture, with a certificate to the effect that the said term has been served. Provided that this shall be conditional on the said apprentice serving the said term and observing and fulfilling the covenants herein,

and the said apprentice and parent or guardian does covenant with the said employer that he or she, the said apprentice, during the said term will:

- (a) Faithfully and honestly serve the said employer as an apprentice in his or her trade or business aforesaid.
- (b) Willingly obey the lawful order and commands of the said employer or such of his or her representatives as he or she, the said apprentice, shall be placed under the said business.
- (c) Not wilfully do or commit or wilfully suffer to be done or committed, any waste, damage or other injury to the property or goods of the employer or any firm or company of which he or she may be a member, or lend them to any person without the consent of the said employer.
- (d) Not unlawfully absent himself or herself from the services of the said employer during business hours.
- (e) Not by word or action induce other apprentices to disobedience, and it is hereby specially agreed by all parties to this indenture -
 - (i) That this indenture may be assigned, suspended or cancelled:
 - (1) by mutual consent of the parties after seven days notice by either party; or
 - (2) by the employer, subject to the approval of the Industrial Committee if, through lack of orders or through financial difficulties, he or she is unable either to find suitable employment for the apprentice or a transfer to another employer cannot be arranged; or
 - (3) by the Industrial Committee.
 - (ii) That the said apprentice shall not be paid for any time he or she shall be absent from his or her duties through his or her own wilful default and neglect or through illness, except as prescribed in clause 23, Sick Leave, or through absenting himself or herself from his or her employer's service without leave or licence, but in all other circumstances the said apprentice shall be paid his or her wage in full each week.
 - (iii) That the employer may (if authorised by the Industrial Committee) stand down the apprentice without pay at any time when no work is offering or may deduct payment for any time for which the apprentice cannot be usefully employed because of a strike by the Union or any other union, or because of any stoppage of work, or because of any failure or lack of power or any restrictions on the use of, or shortage of power, or for any cause for which the employer cannot reasonably be held responsible.

- (iv) That the said apprentice shall not be entitled to a higher rate of pay until he or she has actually worked for a period of six months in the next preceding rate.
- (v) That, in computing the period of six months, all time worked as overtime shall be allowed as a set-off against any absence during the said period.
- (vi) On the completion of the term of apprenticeship created by the indenture of apprenticeship the employer shall forthwith endorse and sign the former apprentice's copy of the indenture with the notation that the apprenticeship was completed on the day of 20

And for the true performance of all and every of the said covenants and agreements each of the said parties binds himself or herself (as the case may be) to the others by these presents. Signed, sealed and delivered by the said

Witness:

Apprentice
Witness:

Parent or Guardian
Witness:

Employer

Assignment of the Within Indentures:

The within-named employer does hereby, with the consent of (parent), assign the within indenture and the services thereunder of the within-named apprentice, unto

of forthe unexpired portion of the within-named terms of and the said does hereby declare its acceptance of such apprentice, and acknowledge itself to be bound by the agreement, engagement, obligations and covenants on the part of the employer of such apprentice, to be done and performed as fully as if it had entered into the same as a party under that indenture.

In witness whereof the parties hereunto have set their hands and seals

this day of two thousand and

Signed, sealed and delivered by the said:

Witness:

Employer
Witness:

Parent
Witness:

Apprentice
Witness:

Assignee Employer

60. Appendix B - Form of Declaration - Amenities

60.1

60.1.1 The terms "reasonably convenient to the working area" as applied to dining rooms in clause 37.6, Amenities, and to rest rooms in subclause 37.7 shall mean that, in any building where no passenger lift is available to the employees, the dining and/or rest room may be located on the same floor as the working area or on the floor immediately above or below the working area.

60.1.2 Where the dining room and/or rest room is more than one floor but less than three floors removed either above or below the working area in any building where no passenger lift is available to the employees, the location shall be deemed to be reasonably convenient if it meets with the approval of the Union and a written declaration to this effect, signed by the employer concerned and by an authorised representative of the Union, in the form as hereinafter contained, is lodged with the Industrial Registrar or a Deputy Industrial Registrar. In the event of the employer being unable to obtain the approval of the union the matter may be referred to the Industrial Relations Commission of New South Wales, which shall then determine whether or not the location is reasonably convenient. If the Commission determines that the location is reasonably convenient it shall make a written declaration to this effect.

60.1.3 Where the dining room and/or rest room is three or more floors removed either above or below the working area in any building where no passenger lift is available to the employees, the location shall be deemed not to be reasonably convenient.

60.2 Where a dining room is located so as to require employees to move in the open without shelter, or to require employees to traverse a considerable distance from the working area or part of the working area to the dining room, the Union or the employer concerned may apply to the Industrial Committee to determine whether or not the location of the dining room is reasonably convenient. If the Committee determines that the location is reasonably convenient, it shall make a written declaration to this effect. Provided that if the Committee determines that the location is not reasonably convenient, the disability allowance as provided in clause 46, Disability Allowance, shall only be payable as from the date of such decision of the Committee.

60.3 Where, pursuant to subclause 37.7.1 Amenities, a common rest room with the approval of the Union is provided for the employees of two or more employers, such rest room shall be deemed to be "reasonably convenient" to the working area and a written declaration to this effect signed by the employer concerned and a representative of the union in the form provided herein shall be lodged with the Industrial Registrar or a Deputy Industrial Registrar.

60.4 Where the Union considers the passenger lift facilities, where provided, to be unsatisfactory the matter may be referred to the Industrial Relations Commission of New South Wales for determination.

60.5 Any declaration made pursuant to the above provisions shall continue to apply until revoked by the parties, the Committee or the Industrial Relations Commission of New South Wales, in the event of a significant change in circumstances to those existing as at the date of the declaration.

FORM OF DECLARATION - CLOTHING TRADES AWARD - AMENITIES

This declaration made the day of 20 by The Textile Clothing and Footwear Union of New South Wales and employer(s) declares that the dining room(s) and/or rest room(s) at the premises of the above employer(s) situated at as at the date of this declaration shall be deemed to be acceptable and "reasonably convenient" to the working area for the purpose of clause 37, Amenities, of the Clothing Trades (State) Award.

Signed:

For and on behalf of The Textile Clothing and Footwear Union of New South Wales.

For and on behalf of the employer.

61. Schedule A - Consultative Committees

(Subject to the provisions of the *Industrial Relations Act 1996*)

61.1 Composition -

61.1.1 A consultative committee shall include:

at least 50% Union/employee representatives; and

at least one senior management representative.

61.1.2 Management, the Union and the employees will jointly determine the size of the committee. A committee shall consist of no fewer than four members and no more than ten.

61.1.3 The election/appointment of management representatives will be determined by management, and the election of Union/employee representatives will be determined by the Union. Where there is a Union delegate they must be a Union/employee representative.

61.1.4 In the determination of Union/employee representatives on the committee, consideration shall be given to:

the makeup of the workforce, in particular the proportion of women, people from a non-English speaking background and juniors;

the size of the workforce;

the number of distinct operations at the workplace;

shift arrangements;

the corporate structure;

other existing consultative mechanisms.

61.1.5 Where an enterprise is comprised of a number of sites or distinct workplaces, the number of committees to be established shall be determined jointly by management and the Union, depending on the size and operation of the enterprise and its separate components. Should more than one committee be established, a peak committee shall be established to ensure a co-ordinated approach.

61.1.6 The committee, once established, may invite persons to attend specific meetings.

61.1.7 An official of the Union shall have a right to be present and participate in the deliberation of the committee.

61.2 Term of Office -

61.2.1 Members elected or appointed to the committee shall hold office for a period of twelve months, and will be required to be re-elected or re-appointed each subsequent year. It is the responsibility of each committee member to attend meetings on a regular basis and to represent the views and opinions of those people they represent.

61.2.2 If a member of the committee ceases employment with the enterprise or resigns from the committee, a new election or appointment shall be made in accordance with 61.2.1.

61.3 Terms of Reference - The following matters shall form the basis for the work of the committees. Each committee will seek to reach agreement on the matters set out below and make recommendations to

senior management who will take into account the views and the deliberations of the committee prior to making its final decisions:

61.3.1 To implement the restructured award in the workplace.

61.3.2 To review the implications and/or impact on the enterprise of major external influences, including the Australian Government textile, clothing and footwear industries development plan.

61.3.3 To consider the introduction of new or revised work methods/work arrangements.

61.3.4 To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to:

number of employees, job specifications and current skill base; and

acquisition of new skills and additional training requirements.

61.3.5 To develop a framework for skills development and provisions of training within the workplace, including English language training and the provision of foundation education.

61.3.6 To assess proposed changes in product or product orientation for possible impact on work method/work arrangements, employment and skill requirements.

61.3.7 To give consideration to equal employment opportunity principles in the context of award restructuring in the workplace.

61.3.8 To consider the provision of work related child care and, in particular, the Australian Government work based child care program.

61.3.9 To consider other matters raised by consultative committee members which impact on employees or which contribute to the improved operation and efficiency of the enterprise.

61.4 Procedural Guidelines -

61.4.1 Chairperson - A chairperson shall be elected by the committee from within the committee and shall alternate each meeting between management and Union/employee representatives.

61.4.2 Secretary - A Secretary shall be appointed for the purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The administrative requirements of this position shall be provided by the employer. The person appointed to this position shall not be a member of the committee.

61.4.3 Agenda - All members of the committee shall have a right and a responsibility to submit agenda items. The agenda, minutes and any relevant background documentation shall be circulated one week prior to the meetings.

61.4.4 Preparation - Reasonable time in working hours shall be provided to Union/employee representatives for the purpose of preparing for the meeting. Union/employee representatives and an official of the Union may, at a time convenient to the employer, during working hours, hold meetings with the workforce or part of the workforce prior to meetings of the committee.

61.4.5 Meetings - The committee shall meet at least every two months, unless the committee determines that it shall meet on a more frequent basis.

The meetings of the committee shall be held at a place and time convenient to management, but shall be held during normal working hours. Attendance at committee meetings shall be treated as and paid for as time worked.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with the agenda items. Meetings shall operate on a consensus basis.

61.4.6 Minutes - The Secretary of the committee shall minute the proceedings of each meeting of the committee. The minutes shall be circulated to each member of the committee within one week of the meeting, verified by committee members prior to the next meeting, and signed by the chairperson at the next meeting of the committee as a true and correct record of the proceedings of the committee.

61.4.7 Future Meetings - The date of the next meeting of the committee shall be set at the close of the previous meeting.

61.4.8 Confidentiality - All members of the Consultative Committee and the Secretary of the committee shall accept that, whilst the spirit of genuine consultation is to be paramount, at no time shall the committee have placed before it any matter, the confidentiality of which is in the company's best interests, or where confidentiality has been specifically agreed with a third party.

61.4.9 Management Response - Senior management must formally respond to the committee's recommendations. Normally this will take place prior to the next meeting of the committee.

61.5 Feedback -

61.5.1 The minutes of the meetings of the committee shall be kept by the Secretary of the committee and shall be available upon request to any employee or any other person approved by the committee. As a matter of course, minutes shall be forwarded to the Secretary of the Union.

61.5.2 Minutes of the committee meeting shall be posted on the noticeboards after ratification by the meeting.

61.5.3 Reasonable time in working hours shall be provided to Union/employee representatives for the purpose of reporting back on items raised and agreements reached at the meeting. Union/employee representatives may, at a time convenient to the employer, during working hours, hold meetings with the workforce or part of the workforce following meetings of the committee.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with the agenda items. Meetings shall operate on a consensus basis.

61.6 Training - All members of the committee shall be entitled to training in meeting procedures and relevant related skills required to ensure that they are in a position to represent their constituents and play an active role in the operation of the committee. The nature, time and extent of training provided shall be determined between management and the Union.

61.7 Evaluation - A review of these procedures shall be conducted at the end of each twelve months' operation.

62. Schedule B - Request to the Union By the Outworker to Reduce the Number of Hours Worked Part-Time

Please complete in English

Outworker's Name:

Address:

Telephone:

Employer's Name:

Address:

Telephone

Registration Number:

I wish to reduce the number of hours I work on a part-time basis to a minimum of 15 hours per week over 12 months, starting on

Outworker's Signature

Date

Please send this form to the Secretary of The Textile Clothing and Footwear Union of New South Wales. A copy, signed by the Secretary of the Union, will be returned to the outworker.

Secretary's Signature

Date

63. Schedule C - Information to be Given to Outworkers

If you work at home or outside a factory making garments or parts of garments or sewing sheets, etc., you may be an outworker.

If you are an outworker, you are entitled to the same wages and conditions, in general, as workers in clothing factories.

The Clothing Trades (State) Award sets out legally enforceable rights and obligations. This applies to all outworkers, including employees, independent contractors, and holders of business name registrations.

According to this law, some of the entitlements outworkers must receive are set out below:

Hours of Work - An outworker may only be employed to work full-time, which is 38 hours a week, or part-time, which must be at least 15 hours per week. The hours must be agreed to in advance by the outworker and the employer. This means you are guaranteed payment for the agreed number of hours per week, even if you are not given any work, unless you are stood down in accordance with the award.

You cannot be required to work on Saturdays, Sundays or public holidays. You may agree to work on those days if asked to do so by your employer. You will have to be paid overtime rates if you do work on those days.

As a full-time or part-time worker, you can only be required to work seven hours and 36 minutes each day. If you are asked by your employer to work more than this number of hours, you must be paid overtime. This means that, even if you are paid by the piece, you cannot receive less than the hourly award rate of pay.

Overtime - If you agree to work more than seven hours and 36 minutes in a day, Monday to Friday, you must be paid one and a half times the normal hourly rate for each hour over the seven hours and 36 minutes. For every hour you agree to work on a Saturday, Sunday or public holiday, you must be paid double the normal hourly rate.

Wages - These are set by the Textile Clothing Footwear and Associated Industries Award 2010. Remember, the law says you must not be paid less than the hourly rate according to the award.

Annual Leave (Holidays) - You are entitled to annual leave. You should get 20 working days paid leave for every year you work full-time. You should be paid before you go on holidays, and this holiday pay should include an extra amount - a holiday leave loading - of 17.5 per cent of your pay. This amount of annual leave for part-time workers depends on the hours you work in a 12-month period. The Textile Clothing and Footwear Union of New South Wales or Department of Industrial Relations or Australian Business Industrial will help

you to work this out. Payment for public holidays (such as Christmas or New Year's Day), which occur when you are on leave, should be added on to your holiday pay.

Public Holidays - If you normally work on a day on which a public holiday falls, you should receive a day's pay without working on that day. The public holidays that apply in New South Wales are New Year's Day (1 January), Australia Day (26 January), Good Friday, Easter Saturday, Easter Monday and Easter Tuesday in March or April, Labour Day, ANZAC Day (25 April), Queens Birthday in June, Christmas Day and Boxing Day (25 and 26 December).

Superannuation - By law, your employer has to make a superannuation contribution of up to eight per cent to an approved fund, for you. Normally this would be the Australian Retirement Fund, which is approved by both union and employer organisations. The Textile Clothing and Footwear Union of New South Wales or Department of Industrial Relations or Australian Business Industrial will help you to work this out.

Workers' Compensation - If you become ill or suffer injury as a result of the work you do you may be entitled to workers' compensation, which helps you pay for any treatment you might need to get better, and for time off work. The laws covering workers' compensation in New South Wales are the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998*. It is important that you contact The Textile Clothing and Footwear Union of New South Wales or Department of Industrial Relations or Australian Business Industrial for information and help to make a claim.

Materials - Your employer must provide all necessary materials, trimmings and sewing threads for the work you are doing.

Delivery and Pick Up - The employer must deliver and pick up the work free of charge to you.

Record of Work - Every time you receive work you should keep a record. This should show:

employer's name, address and telephone number;

the date you receive the work and the date the work was completed;

the number of hours and days it took to do the work;

the number of items, what the item is and how long it took to make each item;

the total amount of money paid for the completed work.

For further information on your rights and entitlements, please contact one of the following organisations:

The Textile, Clothing and Footwear Union of New South Wales
C/- CFMMEU - Manufacturing Division
540 Elizabeth Street, Melbourne, Victoria 3000
Fax (03) 9274 2384. Email: mdindustrial@cfmeu.org

Australian Business Industrial, 140 Arthur Street, North
Sydney NSW 2059. Tel. (02) 9548 7500.

Department of Industrial Relations, 1 Oxford Street, Darlinghurst NSW 2010. Tel. (02) 9243 8888.

64. Schedule D - Broadbanding Arrangements*

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

Group A - Order Tailoring for Males - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of all male outer garments of any description (including dressing gowns) cut and made to chart measure or cut and made to an individual measure and garments that are fitted on shall be as follows

		Wage band No
1	Cutter, marking in and/or cutting out	5
2	Trimmer, marking in and/or cutting out linings and trimmings	3B
3	Fitter up and/or shaper	3B
4	Head of table or bench of machines in charge of four or more persons - above appropriate machinist rate	As set in Item 1 of Table 2 of Part B
5	Tailor or tailoress employed making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order Tailor	4
6	Coat maker engaged on three of any of the following operations:	3B
	(a) canvassing fore-parts by hand;	
	(b) basting-under, basting out facings by hand;	
	(c) inserting pads, basting on undercollars and basting in sleeves for try on;	
	(d) hand felling top collars;	
	(e) basting-in sleeves by hand and working sleeve heads.	
7	Employees employed making and/or altering by hand or by machine any part of a dress coat, tuxedo, frock coat, dinner jacket, or body coats of all descriptions	3B
8	Coat table hand or coat machinist	2B
9	Trouser hand or trouser machinist	2A
10	Vest table hand or vest machinist	2A
11	Embosser, embroiderer, cornelli worker	2B
12	Presser, pressing off and/or underpressing	3A
13	Examiner examining for faults in construction	3B
14	All others not herein classified	3B

Group B - Order Tailoring for Females - The weekly wage for every description of work done in connection with order tailoring for females, which includes the making and/or altering and/or repairing and/or work incidental thereto of tailored female outer garments cut and made to chart measure or cut and made to an individual measure and garments that are fitted on, shall be as follows:

15	Cutter marking in and/or cutting out	5
16	Trimmer marking in and/or cutting out linings or trimmings	3B
17	Fitter up and/or shaper	3B
18	Head of a table or a bench of machines in charge of four or more persons - above appropriate machinist rate	As set in Item 1 of Table 2 of Part B
19	Tailor or tailoress employed making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order tailor	4
20	Coat maker engaged on three of any of the following operations:	3B
	(a) canvassing fore-parts by hand;	
	(b) basting-under, basting out facings by hand;	
	(c) inserting pads, basting on under collars and basting- in sleeves for try on;	
	(d) hand felling top collars;	
	(e) basting-in sleeves by hand and working sleeve heads.	
21	Coat table hand or coat machinist	2B
22	Skirt maker and/or machinist	2A
23	Outer leg wear maker and/or machinist	2A
24	Embosser, embroiderer, cornelli worker	2B
25	Presser pressing off and/or under-pressing	3A
26	Examiner examining for faults in construction	3B
27	All others not herein classified	1A

Group C - Ready Made Clothing for Males - The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal business of such employer consists of the knitting of materials and the making of garments so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of all male outer garments of any description (including dressing gowns), excepting those specified in Groups A and I, shall be as follows -

28	Cutter laying up and/or marking in and/or using marker lay and/or cutting out	4
29	Die cutter in cutting room	4
30	Trimmer marking in and/or cutting out linings or trimmings	3B
31	Fitter up and/or shaper	3B
32	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
33	Tailor or tailoress	4
34	Alteration or repair hand (tailor or tailoress)	4
35	Alteration hand (other than tailor or tailoress) in retail establishment	3A
36	Coat table hand or coat machinist	2B
37	Trouser table hand or trouser machinist	2A
38	Vest table hand or vest machinist	2A
39	Presser pressing off and/or under pressing garments other than the garment which the employee is making	3A
40	Durable crease setters and/or sprayers	2B
41	Seam presser and/or seam opener by machine or by hand	2A
42	Canvas fuser and/or air operated fusing machine operator other than on a Hoffman type press	2A
43	Embosser, embroiderer, cornelli worker	2B
44	Proofer	2A
45	Examiners examining for faults in construction:	
	(a) tailor or tailoress	3B
	(b) Others	2B
46	Brusher and folder	2A
47	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
48	Operator, electronic welding machine	1B
49	Operator of press stud or riveting machine	1B
50	Transporter operator, i.e., employee operating console	2B
51	All others not herein classified	1A

Group D - Order Dressmaking - The weekly wage for every description of work done in connection with order dressmaking which includes the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all female outer garments of any description (including dressing gowns) cut and made to an individual measure and garments that are fitted on, other than such items of outer wearing apparel as are specified in Group B hereof, shall be as follows:

52	Cutter, marking in and/or cutting out	5
53	Head of a table or a bench of machines, in charge of four or more persons above appropriate machinist rate	As set in Item 1 of Table 2 of Part B
54	Table hand or machinist	2B
55	Presser operating Hoffman type press or hand iron more than 3.63 kg (8lbs) in weight (not counterbalanced)	3A
56	Presser pressing off and/or under- pressing - other	2B
57	Pleater making patterns and pleating by hand or by machine	3B
58	Pleater, rolling in by hand or machine and/or inserting pleat into pattern	2A
59	Embosser, embroiderer, cornelli worker	2B
60	Fitter-on trying on to a customer unfinished or finished garments	3A
61	Hand sewers of buttons, hooks, eyes, press studs and the like	2A
62	All others not herein classified	1A

Group E - Ready Made Dressmaking and Ready Made Tailoring for Females - The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal business of such employer consists of the knitting of materials and the making of garments so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of ready made garments or outer wearing apparel for females, excepting those specified in Groups B, D and I, which shall include tea, dressing or house gowns, blouses, fronts, collars, collarettes, cuffs and children's garments (other than those included in Group F), shall be as follows:

63	Cutter, marking in and/or cutting out	4
64	Die cutter in cutting room	4
65	Trimmer marking in and cutting out linings and/or trimmings	3B
66	Fitter up and/or shaper	3B
67	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
68	Tailor or tailoress	4
69	Table hand, finisher or machinist including the making of fronts, collars, collarettes, cuffs or shoulder pads	2B
70	Embosser, embroiderer, cornelli worker	2B
71	Alteration hand (other than tailor or tailoress) in retail establishment	3A
72	Presser pressing off and/or under- pressing operating Hoffman type press or hand iron more than 3.63 kg.(8 lbs.) in weight (not counterbalanced)	3A
73	Presser pressing off and/or under- pressing - other	2B
74	Fusing machine operator	2B
75	Seam presser and/or seam opener by machine or hand	2A
76	Durable crease setter and/or sprayer	2B
77	Pleater making patterns and pleating by hand or by machine	3B
78	Pleater, rolling in by hand or by machine and/or inserting pleat into Pattern	2A
79	Examiner, examining for faults in construction	2B
80	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
81	Operator, electronic welding machine	1B
82	Operator of press stud or riveting machine	1B
83	Transporter operator, i.e., employee operating console	2B
84	All others not herein classified	1A

Group F - Underclothing - The provisions contained in this group shall not apply to establishments of employers wherein the principal business of such employers consists of the knitting of goods and making of garments from goods so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of underclothing for females which includes corsets, brassieres, nightgowns, pyjamas, pinafores and aprons for females and sunsuits, playsuits and similar garments for children not exceeding eight years of age shall be as follows:

85	Cutter marking in and/or cutting out	4
86	Die cutter in cutting room	4
87	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
88	Machinist	2A
89	Adornment worker	2A
90	Table hand and/or finisher	2A
91	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63 kg. (8 lbs.) in weight (not counterbalanced)	3A
92	Presser and/or ironer - other	2A
93	Transferrer	2A
94	Examiner examining for faults in construction	2A
95	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
96	Transporter operator, i.e., employee operating console	2A

97	All others not herein classified	1A
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Group G - Whitework - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of whitework which shall include all descriptions of napery and/or sheets and/or pillow slips and/or pillow shams and/or diapers and/or handkerchiefs and/or towels and/or chenille bedspreads and/or mosquito nets and/or chenille bathmats, and when made in clothing and whitework factories, toys and/or lamp shades and/or cot covers and/or blankets and/or bedspreads, shall be as follows:

98	Cutter marking in and/or cutting out	4
99	Die cutter in cutting room	4
100	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
101	Machinist and/or table hand	2A
102	Transferrer and/or adornment worker	2A
103	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63 kg (8 lbs) in weight (not counterbalanced)	3A
104	Presser and/or ironer - other	2A
105	Examiner	2A
106	Dyer and/or bleacher (chenille)	3A
107	Vat attendant (chenille)	2A
108	Divider of material	2A
109	All others not herein classified	1A

Group H - Collars, Shirts, Ties, Scarves and Pyjamas - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of collars, ties, scarves, cuffs, shirts, shirt fronts, pyjamas for males, singlets or underpants (except knitted goods) shall be as follows:

110	Cutter marking in and/or cutting out	4
111	Die cutter in cutting room	4
112	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
113	Machinist and/or table hand and/or adornment 2A Worker	2A
114	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63 kg (8 lbs) in weight (not counterbalanced)	3A
115	Presser and/or ironer - other	2A
116	Fuser	2A
117	Examiner examining for faults in construction	2A
118	Transporter operator, i.e. employee operating console	2A
119	All others not herein classified	1A

Group I - Industrial Clothing - The weekly wage for every description of work done in the making and/or work incidental thereto of industrial clothing for males and females which includes industrial uniforms, overalls (excluding what are known in the trade as shaped garments), boiler suits, dust coats and industrial shorts, made from materials other than woollen or worsted shall be as follows:

120	Cutter marking in and/or cutting out	4
121	Die cutter in cutting room	4
122	Head of a table or a bench of machines, in charge of four or more persons - above machinist rate	As set in Item 2 of Table 2 of Part B
123	Machinist and/or table hand	2A
124	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg. (8 lbs.) in weight (not counterbalanced)	3A
125	Presser and/or ironer - other	2A
126	Examiner	2A

127	Operator, electronic welding machine level 1 engaged in the manufacture of other industrial safety equipment or exercising skill with no requirement to reset machine or mould regularly	1B
127A	Operator electronic welding machine level 2 engaged in the manufacture of industrial safety clothing of whatever nature or constructing the whole of a garment or adapting setting of machine regularly to different tasks	2B
128	Operator of press stud or riveting machine	1B
129	Transport operator, i.e., employee operating console	2A
130	All others not herein classified	1A

Group J - Headwear - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of any kind of hats, caps, bonnets, helmets, berets or any other kinds of headwear (except such hats as are made under the provision of the Felt Hatting Award) shall be as follows:

131	Cutter other than milliner	4
132	Head of a table or a bench of machines in charge of four or more persons - above machinist rate	As set in Item 2 of Table 2 of Part B
133	Hand blocker	4
134	Machine blocker	3A
135	Helmet maker	2B
136	Cap maker	2B
137	Machinist and/or table hand	2A
138	Model milliner designing original models	3A
139	Milliner	2A
140	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8 lbs) in weight (not counterbalanced)	3A
141	Presser and/or ironer - other	2A
142	Operator, electronic welding machine	1B
143	All others not herein classified	1A

Group K - Umbrella - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of any description of umbrellas, or parasols, or the like, shall be as follows -

144	Gore cutter, marking in and/or cutting out	3B
145	Machinist	2A
146	Examiner	2A
147	Hand ironer	2A
148	Frame maker	2A
149	Umbrella assembler, including rib assembling, band fixing, topping, clipping in, rolling, studding, pulling up and fitting handles, angle joints, runner, notches, bells and spikes	1B
150	All others not herein classified	1A

Group L - Fur Trade - The weekly wage for every description of work done in connection with the making and/or altering and/or remodelling and/or repairing and/or work incidental thereto of all types of garments or articles such as coats, jackets, capes, headwear, scarves, collars, cuffs, neckwear, muffs, rugs, mats and toys made in the establishment of a furrier from furred and/or haired and woollen skins shall be as follows:

151	Cutter marking in and/or cutting out	5
152	Head of a table or bench of machines in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
153	Nailer	3A
154	Fur machinist	3A
155	Machinist (other than on fur machine) and/or table hand	2B
156	All others not herein classified	1A

Group M - Artificial Flowers and Brushed Silk Emblems - The weekly wage for every description of work done in connection with the making and/or work incidental thereto of all types of artificial flowers and brushed silk emblems shall be as follows:

157	Cutter and/or stamper	3A
158	Dyer	3A
159	Shaper of petals by hand, with aid of curling iron and/or bowler and assembling the petals so shaped	2B
160	Employee assembling and/or making and/or tying and/or pressing artificial flowers	2B
161	Tiers and/or cutters and/or brushers of emblems	2B
162	All others not herein classified	1A

TRANSLATION PROCEDURE

64.1 Step 1 - Getting Ready -

64.1.1 Arrange and conduct a meeting of the Translation Committee or Consultative Committee to:

- (1) Set date/s for Union/employee training and make the necessary arrangements.
- (2) Set date/s for joint training and make the necessary arrangements.

64.1.2 Conduct a survey of the language needs of the workforce.

64.1.3 Carry out an inspection of the factory/workplace to familiarise the committee with the different sections/work areas.

64.2 Step 2 - Training and Planning -

64.2.1 Undertake Union/employee training.

64.2.2 Undertake joint training.

64.2.3 Set date/s for information session/s to workforce and make the necessary arrangements.

64.2.4 Set date/s for transferring the workforce to the new skill levels.

64.2.5 Arrange for suitable interpreters to be available for information sessions and completion of the questionnaire (and checklist where used).

64.2.6 Agree on the order in which different sections of the factory/workplace will be translated and establish and prominently display a timetable for translation, including the date/s for information sessions to the workforce and for the completion of the questionnaire (and checklist where used). Translation should commence as soon as possible after the delivery of training, and must be completed within the transition period.

64.2.7 Agree on how the completion of the questionnaire (and checklist where used) will be managed, e.g., sections, by language groups.

64.2.8 Select appropriate space within the factory/workplace to carry out translation procedures.

64.2.9 Obtain all the materials necessary.

64.2.10 Provide information to the whole of the workforce on the translation to the new Skill Based Classification Structure. This may be provided verbally and/or in written form and/or by way of a poster. This may be delivered in sections or language groups or to the workforce as a whole.

64.2.11 Arrange for the committee to brief supervisors on the translation process and provide copy of written materials.

64.3 Step 3 - Preparing the Skills Questionnaire (and checklist where used) -

64.3.1 In preparation for the Skills Based Classification Structure, an enterprise may, in consultation with the committee, choose to list machine types and then classify the operations performed on them into:

- (1) basic
- (2) intermediate
- (3) complex

64.3.2 This information can be used to assist in determining skill levels by identifying technical skills. It cannot be used without the questionnaire.

64.3.3 The checklist must be agreed to as accurate by the committee before it can be used in the translation process.

64.3.4 Arrange for the questionnaire (and checklist where used) to be copied for each member of the workforce.

64.3.5 Number each questionnaire (and its accompanying checklist, where used) consecutively beginning with number 1.

64.3.6 Every page of the same questionnaire (and accompanying checklist, where used) should be given the same number so that if pages of a completed questionnaire (and checklist, where used) become detached, they can be identified.

64.4 Step 4 - Completing the Questionnaire (and checklist where used) -

64.4.1 Responses to the questionnaire (and checklist where used) should relate to recurring activities which an employee is competent in and is expected to carry out. Activities which are carried out infrequently or at unpredictable times should be included as long as they are recurring activities which an employee is competent in and is expected to carry out during a normal twelve-month production cycle.

64.4.2 Activities which an employee has been called on to carry out only from time to time, because of extraordinary production requirements, would not be included. In this case, where employees are called on to exercise high level skills, they would be paid in accordance with clause 19, Mixed Functions.

64.4.3 For example, an employee called on to carry out the activities of another employee because that employee is temporarily absent for a short period of time would not include these activities in their responses to the questionnaire (and checklist where used).

64.4.4 However, if it is part of an employee's specific duties to relieve in the case of absence of other employees, as is the case for utility machinists, then those activities should be included.

64.4.5 Periods of training are not to be regarded as part of an employee's usual work.

64.4.6 Arrange for the questionnaire (and checklist where used) to be completed by each worker, in manageable groups, during working hours in the manner agreed by the committee, e.g., in section/work area, language group.

- 64.4.7 At least one Union and one employer representative of the committee, with the help of interpreters if necessary, will act as facilitators for each group and the facilitators shall explain the questionnaire (and checklist where used) and how to fill it out.
- 64.4.8 They will answer questions about the questionnaire (and checklist where used) and ensure that all of the relevant questions have been answered. The role of facilitators is to clarify the meaning of questions to enable employees to make their own responses.
- 64.4.9 An employee may request a supervisor to complete the checklist (where used) on behalf of the employee.
- 64.4.10 Facilitators should pay particular attention to filling in the name of the worker, the job title and the wage band number on the skill allocation form.
- 64.4.11 Facilitators should answer any question about what happens next.
- 64.5 Step 5 - Allocating Skill Levels - The committee shall meet and perform the following procedures:
- 64.5.1 Ensure a committee secretary is present and has a skill level allocation form for each worker.
- 64.5.2 Ensure that each member has a copy of the completed questionnaire (and checklist where used) for each worker in the same order and a copy of the skill based classification structure.
- 64.5.3 The committee shall then call in supervisors to endorse the employee responses to the questionnaire (and checklist where used).
- 64.5.4 Where supervisors disagree with certain responses they shall give their reasons for such differences and these shall be discussed with the employee concerned, with the assistance of an interpreter if necessary. The committee may seek any other information in an attempt to determine whether the disputed responses are acceptable and may view the employee at the employee's work station. Where the committee cannot make a decision, the employee's responses must be accepted.
- 64.5.5 For each worker:
- (1) Determine the minimum skill level of the worker by comparing the employee's wage band with the minimum skill level table appearing below. For example, a worker in wage band 2B will have a minimum skill level of Skill Level 2.
- 64.5.6 Minimum Skill Level Table
- | Wage Band | Skill Level |
|------------|-------------|
| 1A | 1 |
| 1B | 1 |
| 2A | 2 |
| 2B | 2 |
| 3A | 3 |
| 3B | 3 |
| 4 | 4 |
| 5* | 5 |
| *Wage Band | |
- 64.5.7 Review the completed questionnaire (and checklist where used) for the worker.

- 64.5.8 Where a worker's questionnaire (and checklist where used) question/s are not answered clearly and members of a committee require clarification of an employee's response this should be sought from the employee and, if necessary, the employee's supervisor.
- 64.5.9 Compare the completed questionnaire (and checklist where used) with the skill level above the minimum skill level for the worker.
- 64.5.10 If the worker cannot be allocated to the skill level above the employee's minimum skill level then the employee remains on the employee's minimum skill level.
- 64.5.11 If the worker can be allocated to the skill level above the employee's minimum skill level then compare the completed questionnaire (and checklist where used) with the next skill level and so on until the worker can be allocated.
- 64.5.12 The skill level allocated is the highest level in which the employee satisfies all the necessary requirements.
- 64.5.13 The committee secretary should record the skill level and key reasons for the decision on the skill allocation form.
- 64.5.14 The questionnaires (and checklists where used) and the skill level allocation forms should be kept in a safe place and be available for any subsequent review processes.
- 64.6 Step 6 - Where consensus on the appropriate skill level is reached -
 - 64.6.1 Notify management and the worker of the recommended skill level.
 - 64.6.2 If both the management and worker accept the recommendation it becomes the confirmed skill level and shall remain so until at least the expiry of the transition period.
- 64.7 Step 7 - Where consensus on the appropriate skill level cannot be reached or where it is reached but the recommendation is not acceptable to management and/or the worker -
 - 64.7.1 The committee will meet with management and the worker separately. It will then review its decision, taking into consideration the additional information it has obtained and attempt to reach a consensus, which will be notified to management and the workers.
 - 64.7.2 If consensus still cannot be reached within the committee or its recommendation is still not acceptable to management and/or the worker, the matter shall be referred to senior management and a Union official who shall endeavour to reach agreement.

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

The procedures to be followed in developing an enterprise bargaining agreement are as follows:

- 65.1 Step One - The party raising a measure or measures for consideration shall place the matter on the agenda of a forthcoming meeting of the Consultative Committee.
- 65.2 Step Two - The party raising the measure or measures for consideration shall outline the proposal at a meeting of the Consultative Committee and the outline shall be recorded in the minutes of the meeting. The party receiving the proposal shall not be required to respond to the proposal at that meeting. At the same time a written outline of the proposal shall be forwarded to the Secretary of the Union.
- 65.3 Step Three - The Consultative Committee shall post the proposal on the noticeboards. They shall endeavour to express the proposal in a manner that enables the proposal to be understood by the workforce. In particular, where there are a number of non-English speaking workers the Consultative Committee shall consider having the proposal translated into the main languages spoken in the workplace so that all employees fully understand the proposal.

- 65.4 Step Four - The Union/employee Consultative Committee representatives shall be granted one day's leave with pay to attend a briefing session conducted by the union to equip them to negotiate each enterprise bargaining agreement with the employer. Where an employee has used the employee's full entitlement to Trade Union Training Leave in accordance with clause 22, Trade Union Training Leave, the one day's leave shall be in addition to the employee's entitlement.
- 65.5 Step Five - The Union/employee Consultative Committee representatives and the relevant official of the Union shall consult with the whole of the workforce or section of the workforce affected by the proposal. An employer shall grant the whole of the workforce reasonable time off with pay to attend a meeting conducted by the union/employee representatives and the relevant official of the Union for the purpose of consultation. In the case of a workplace where there are a number of non-English speaking workers the employer shall favourably consider a request from the Union/employee Consultative Committee representatives or the relevant official of the Union for the engagement of interpreter/s to assist in the meeting so that non-English speaking workers fully understand the proposal. In such cases, reasonable time to conduct the meeting will be longer than in the case where an interpreter/s is not used.
- 65.6 Step Six - The Consultative Committee shall then consider the proposal and the views of the workforce and attempt to reach an enterprise bargaining agreement. As necessary, the employee/Union Consultative Committee representatives will refer the draft to the workforce for comment.
- 65.7 Step Seven - If the Consultative Committee reaches agreement it shall record the agreement in writing and forward it to the Secretary of the Union who shall arrange with the employer to jointly conduct a vote of the workforce affected.
- 65.8 Step Eight - In the case of a proposal which does not affect the provisions of the award, if a majority of the workforce affected are in favour of the proposal, the proposal shall be forwarded as a recommendation to senior management.
- 65.8.1 In the case of a proposal which does affect the provisions of the award, if 75% of the workforce affected are in favour of the proposal, the proposal shall be forwarded as a recommendation to senior management.
- 65.9 Step Nine - If the recommendation is accepted then senior management shall refer the proposed agreement in writing to the Secretary of the Union for approval or otherwise. The union shall not unreasonably withhold agreement.
- 65.10 Step Ten - If the proposed agreement in writing is approved by the Secretary of the Union, then it shall be signed by senior management and the Secretary of the Union.
- 65.11 Step Eleven - The agreement shall then be submitted to the Industrial Relations Commission of New South Wales for approval.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Clause 6 - Rates of Pay

Skill Level	Award Rate from the beginning of the first pay period to commence on or after 16 December 2012 \$	Award Rate from the beginning of the first pay period to commence on or after 1 July 2013 \$
Trainee	606.40*	As per the Textile, Clothing, Footwear and associated Industries Award 2010 (MA000017) an award of the Fair Work Commission

1	624.00	As per the Textile, Clothing, Footwear and associated Industries Award 2010 (MA000017) an award of the Fair Work Commission
2	648.00	As per the Textile, Clothing, Footwear and associated Industries Award 2010 (MA000017) an award of the Fair Work Commission
3	670.20	As per the Textile, Clothing, Footwear and associated Industries Award 2010 (MA000017) an award of the Fair Work Commission
4	706.10	As per the Textile, Clothing, Footwear and associated Industries Award 2010 (MA000017) an award of the Fair Work Commission
5#	750.40**	As per the Textile, Clothing, Footwear and associated Industries Award 2010 (MA000017) an award of the Fair Work Commission

* Calculation for minute pay rate for PBR purposes

** Note yet determined as to relativity

Not a skill level

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 16 December 2010.

Item No.	Clause. No	Brief Description	Amount from the beginning of the first pay period to commence on or after 16 Dec. 2012 \$	Amount from the beginning of the first pay period to commence on or after 1 July 2013 \$
1	6.6.1	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist rate	19.06	As per row 1 of the table in clause 25.1 of the Textile, Clothing, Footwear and Associated Industries Award 2010 (MA000017) an award of the Fair Work Commission
2	6.6.2	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist	13.77	As per row 2 of the table in clause 25.1 of the Textile, Clothing, Footwear and Associated Industries Award 2010 (MA000017) an award of the Fair Work Commission
3	17.1	Meal Money	11.26	As per clause 24.4 of the Textile, Clothing and Associated Industries Award 2010 (MA000017) an award of the Fair Work Commission

4	46.1	Disability allowances - Inadequate dining facilities	4.59	As per clause 25.2 of the Textile, Clothing, Footwear and Associated Industries Award 2010 (MA000017) an award of the Fair Work Commission
5	46.2	Disability Allowances - Inadequate rest facilities	4.59	As per clause 25.3 of the Textile, Clothing, Footwear and Associated Award 2010 (MA000017) an award of the Fair Work Commission

Clothing Trades (State) Industrial Committee

Industries and Callings

All persons engaged in -

- (a) making and/or repairing and/or altering the whole or any part of any male or female garment or of any article of wearing apparel whatsoever, made from material of any description, including all articles of neckwear and excluding only boots, shoes, slippers, gloves and headwear, except as provided in (b);
- (b) making and/or trimming and/or blocking and/or repairing and/or altering and/or remodelling all articles of women's and girls' headwear, excepting male employees engaged in blocking by hand or machines;
- (c) making and/or repairing and/or altering any description of umbrella other than canvas umbrellas;
- (d) making and/or repairing and/or altering any description of handkerchiefs, serviettes, pillowslips, pillowshams, sheets, tablecloths, towels, quilts, aprons, mosquito nets, bed valances, or bed curtains;
- (e) embroidering or otherwise ornamenting any of the abovementioned articles, including the making and/or manufacturing of such ornamentations as are made of textiles, felts or similar fabrics;
- (f) in or in connection with the manufacture of artificial flowers;
- (g) making and/or altering and/or remodelling and/or repairing of all types of garments or articles, other than toys, made in the establishment of a furrier;
- (h) the making of chenille and the making and/or repairing and/or altering of articles of all descriptions as are made of chenille;

in the State of New South Wales, excluding the County of Yancowinna;

excepting employees employed in the making and/or repairing of furnishing drapery and/or quilts in a furniture or furnishing drapery factory or establishment, including retail store or warehouse;

and excepting employees within the jurisdiction of the Rubber Workers (State), the Plastic Moulding (State) and the Textile Workers (State) Industrial Committees.

P. M. KITE, Chief Commissioner

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 268331 of 2019)

Before Commissioner Murphy

18 November 2019

DETERMINATION

1. Delete the definition of "The Act" in clause 1, Definitions, of the determination published 14 August 1992 (271 I.G. 78) and insert in lieu thereof the following:

"The Act" shall mean the *Industrial Relations Act 1996* (NSW).

2. Delete the definition of "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" shall mean the Transport Workers' Union of New South Wales (registered under the Act as an association of contract carriers).

3. Delete paragraph (c) of subclause (vi) of clause 2, Cartage Rates, and insert in lieu thereof the following:

(c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor; the principal contractor may reduce the cartage rates payable in Annexure "A" of this determination up to a maximum of 1.49% of the rate otherwise payable to the carrier for the performance of that contract of carriage.

4. Delete subclause (ii) of clause 4, Adjustment of Rates, and insert in lieu thereof the following:

(ii) Subject to subclause (iii) of this clause, the Cartage Rates set out in Annexure "A" shall be adjusted upon appropriate application every six months, on 1 June and 1 December, and shall be based on the cost levels of the rise and fall components contained in Annexure "B" as at the end of the preceding March and September quarters, respectively.

5. Delete subclause (iii) of clause 15, Dispute Procedure, and insert in lieu thereof the following:

(iii) If the dispute remains unresolved, the contractor or the union may notify the dispute in accordance with the *Industrial Relations Act 1996* (NSW).

6. Delete Schedule 1, Quantity/Distance and Hourly Hire Rates of Annexure A, and insert in lieu thereof the following:

ANNEXURE "A"

CARTAGE RATES

SCHEDULE 1: QUANTITY/DISTANCE AND HOURLY HIRE RATES

Quantity/Distance + Hourly 2019			
Symbol	Item	Rate \$	Unit
F.F	Flag Fall	4.476	Per Tonne
A		0.264	Per Tonne
B		0.243	Per Tonne
C		0.232	Per Tonne
D		0.201	Per Tonne
E		0.190	Per Tonne
F		0.179	Per Tonne
G		0.169	Per Tonne
H	Large Material	1.351	Per Tonne
I	Large Material 600+ material	2.280	Per Tonne
Quantity/Distance + Hourly 2013			
Symbol	Item	Rate \$	Unit
F.F	Flag Fall	4.24	Per Tonne
A		0.25	Per Tonne
B		0.23	Per Tonne
C		0.22	Per Tonne
D		0.19	Per Tonne
E		0.18	Per Tonne
F		0.17	Per Tonne
G		0.16	Per Tonne
H	Large Material	1.28	Per Tonne
I	Large Material 600+ material	2.16	Per Tonne
External Hourly Rates 2013			
J	2 Axle Vehicle	58.42	Per Hour
K	3 Axle Vehicle	70.28	Per Hour
L	4 Axle Vehicle	81.52	Per Hour
M	5 Axle Vehicle	105.03	Per Hour
N	6 Axle Vehicle	111.09	Per Hour
External Hourly Rates 2019			
J	2 Axle Vehicle	61.68	Per Hour
K	3 Axle Vehicle	74.20	Per Hour
L	4 Axle Vehicle	86.07	Per Hour
M	5 Axle Vehicle	110.89	Per Hour
N	6 Axle Vehicle	117.28	Per Hour
Internal Hourly Rates 2013			
O	2 Axle Vehicle	77.27	Per Hour
P	3 Axle Vehicle	80.85	Per Hour
Q	4 Axle Vehicle	93.74	Per Hour
R	5 Axle Vehicle	120.82	Per Hour
S	6 Axle Vehicle	126.04	Per Hour
Internal Hourly Rates 2019			
O	2 Axle Vehicle	81.58	Per Hour
P	3 Axle Vehicle	85.36	Per Hour
Q	4 Axle Vehicle	98.97	Per Hour
R	5 Axle Vehicle	127.56	Per Hour
S	6 Axle Vehicle	133.07	Per Hour

7. Delete subclause 2 of Annexure B, Schedule 1 - Procedures, and insert in lieu thereof the following:
 2. Variations shall be established by ascertaining the percentage change in in the various cost components contained at Schedule 3, Benchmarks, from the time the last variation of the rates was calculated to the end of the full quarter immediately preceding the variation.
8. Delete paragraph 2.2 of subclause 2 of Annexure B, Schedule 1, and insert in lieu thereof the following:
 - 2.2 If for any reason a relevant figure is not available or obtained at the date an application for variation to the rates detailed in Annexure "A" is made, the latest available figure is to be taken. Adjustment will be made when figures are next determined for the difference between figures at the date the next application for variation is made and the figure used as calculated above.
9. Delete paragraph 2.5 of subclause 2 of Annexure B, Schedule 1, and insert in lieu thereof the following:
 - 2.5 The sum of the new percentage of Total Cost figures minus 100% shall be the Percentage Increase to apply. All costs are to be the latest available from the source reference as at the end of the full quarter immediately preceding the variation. All rates for symbols F.F and A through to I are to be expressed to 3 decimal points. When preparing schedules of rates payable per unit quantity for various distances, the rates for flag fall and the distance are to be calculated each using 3 decimal points and the final figure from the addition of the flag fall and the "distance" amount then rounded to two decimal points. When calculating rates per cubic metre, the final figure per tonne to 3 decimal points from the addition of the flag fall and the distance is to be multiplied by the relevant conversion factor, and the resultant figure then rounded to two decimal points to obtain the rate per cubic metre.
10. Delete subclause 5 of Annexure B, Schedule 1, and insert in lieu thereof the following:
 5. The variation to the rates shall be effective from the date determined by the Industrial Relations Commission (such date should not be before one month after the date the variation is made), provided that principal contractors have sufficient time to give appropriate notice to their customers.
11. Delete paragraph (4) of clause 7 of Schedule 1 of Annexure B, Rise and Fall Formula: Procedures, and insert in lieu thereof the following:
 - (4) The fuel index, reflecting current rates is 148.60 cents. This is exclusive of GST.
12. Delete Schedules 2 and 3 of Annexure B, and insert in lieu thereof the following:

SCHEDULE 2 - COST COMPONENT FORMULA

Cost Components as at 30 March 2019	New Weighting
Wages including Maintenance Labour	36.17741
Fuel and Oil	21.02171
Repair Parts	12.32710
Tyres	4.05521
Depreciation	7.32364
Registration	3.27404
Other Fixed Costs	15.82091
Total	100.0000

SCHEDULE 3 - BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components.

Component	Benchmark	Confirmed base	Source of figures to be used
Labour	Road Transport and Distribution Award 2010	\$815.10	Road Transport and Distribution Award 2010 - NSW Transitional Rate for a Grade 5 Driver
Fuel	AIP NSW State weekly average for the retail price of diesel as at 24 February 2019 (inclusive of GST)	\$148.60	http://www.aip.com.au/pricing/retail/diesel/.index.htm
Repair Parts	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	\$112.10	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2019
Tyres	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicle parts and accessories	\$112.00	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2019
Depreciation	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicles	93.50	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2019
Registration	TransEco Road Freight Cost Indices - Shorthaul Cost Changes, Rego contribution	12.78	TransEco Road Freight Cost Indices Volume 26 No.2 June 2019, March Quarter
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	115.10	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2011

13. This variation shall take effect on and from 18 November 2019 with the rate increases to take effect on and from 18 December 2019.

J.V. MURPHY, *Commissioner*

HEALTH INDUSTRY STATUS OF EMPLOYMENT (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 288204 of 2018)

Before Chief Commissioner Kite

4 December 2018

REVIEWED AWARD

1. Delete subclause 1.1 of clause 1, Definitions, of the award published 5 July 2019 (384 I.G. 630) and insert in lieu thereof the following:
 - 1.1 Employer means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).
2. Delete subclause 1.9 of clause 1, and insert in lieu thereof the following:
 - 1.9 Secretary means the Secretary of the Ministry of Health.
3. Delete subclause 4.2 of clause 4, Arrangements, and insert in lieu thereof the following:
 - 4.2 Conditions - Persons covered by clause 4.1 of this clause will, for the duration of any existing part-time employment contract and while remaining in their current position, retain existing part-time provisions. They will not be entitled to pro rata entitlements as outlined elsewhere within applicable awards.
4. Delete subclauses 6.2 and 6.3 of clause 6, Dispute Resolution, and insert in lieu thereof the following:
 - 6.2 If the matter is not resolved within a reasonable time it must be referred by the Designated Manager to the Chief Executive of the Health Service (or his or her nominee) and may be referred by the employee to the Union's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with subclause 6.3 of this clause.
 - 6.3 With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Union or its representatives, disputes may be submitted to a committee consisting of not more than six members with equal representation of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive of the Health Service and the Union respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Relations Commission in accordance with the provisions of the *Industrial Relations Act 1996* by one of the disputing parties.
6. Delete subclauses 8.1, 8.2 and 8.3 of clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:
 - 9.1 This Award rescinds and replaces the Health Industry Status of Employment (State) Award published 5 July 2019 (384 I.G. 630) and all variations thereof.
 - 9.2 This Award shall apply to persons employed in classifications as contained in the awards identified in Schedule "A", as varied or replaced from time to time, employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

9.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 4 December 2018.

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

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SKILLED TRADES) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C8852 published 29 March 2019

(384 I.G. 40)

(Case No. 177959 of 2018)

CORRECTION

1. Delete Tables 2 and 3 of Part B, Rates and Allowances and insert in lieu thereof the following:

Table 2 - Tool Allowances

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

Clause No.		As from fpp 1/7/18 \$
5	Tool Allowances	
	Blacksmith	32.30
	Bodymaker, First Class	32.30
	Boilermaker and/or Structural Steel	32.30
	Bricklayer	23.10
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	32.30
	Cabinet Maker	13.10
	Carpenter	32.30
	Drainer	32.30
	Farrier	32.30
	Fitter	32.30
	Forger and/or Faggoter	32.30
	Machinist, First Class (Metal Trades)	32.30
	Machinist (Metal Trades) Special Class	32.30
	Marker Off	32.30
	Motor Mechanic	32.30
	Painter	7.90
	Panel Beater	32.30
	Patternmaker	32.30
	Plant Mechanic	32.30
	Plasterer	32.30
	Plumber	32.30
	Plumber and Gasfitter	32.30
	Plumber, Gasfitter and Drainer	32.30
	Sewing Machine Mechanic	32.30
	Sheetmetal Worker, First Class	32.30
	Shipwright/Boatbuilder	32.30
	Signwriter	7.90
	Slater and Tiler	16.80
	Stonemason	32.30
	Stonemason-Carver	32.30

	Tilelayer	23.10
	Toolmaker	32.30
	Toolsmith	32.30
	Trimmer (Motor)	32.30
	Turner	32.30
	Vehicle Builder	32.30
	Watchmaker	10.60
	Welder, Special Class	32.30
	Welder, First Class	32.30

Tool Allowances - Electrical		
Clause No.	Brief Description	As at 1.7.18 \$
5	Electrical Fitter	20.40
	Electrical Fitter/Mechanic	20.40
	Electrical Instrument Fitter	20.40
	Electrical Mechanic	20.40
	Electrician in charge of plant having a capacity of less than 75 kilowatts	20.40
	Electronic Tradesperson	20.40
	Electrical Instrument Fitter	20.40
	Plant Electrician	20.40
	Radio Mechanic and Fitter	20.40
	Refrigeration and/or Air Conditioning Mechanic	20.40

Table 3 - Allowances

Clause No.	Brief Description	As at 1.7.18 \$
4.2	Carpenter Diver (p.w)	303.90
4.4	Electrician who is holder of a NSW electrician's licence:	
	A Grade Licence (p.w.)	50.50
	B Grade Licence (p.w.)	27.20
4.5	Lead Burner (p.h.)	1.04
4.6	Plumber and Drainer when required to act on	
	plumbers licence (p.h.)	1.32
	gasfitters licence (p.h.)	1.32
	drainers licence (p.h.)	1.09
	plumbers and gasfitters licence (p.h.)	1.76
	plumbers and drainers licence (p.h.)	1.76
	gasfitters and drainers licence (p.h.)	1.76
	plumbers, gasfitters and drainers licence (p.h)	2.43
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.77
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	27.40
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.40
4.10	Computing quantities (p.d.)	5.95
4.11	Joiner, Public Works and Education Departments:	
	when working at regular place of employment (p.w.)	47.00
	when working away from regular place of employment (p.d.)	9.45
4.12	Registration allowance (p.h.)	1.00
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.30
4.14	Cold places:	
	below 0 degree Celsius (p.h.)	0.82
	below minus 7 degrees Celsius (p.h.)	0.95
4.15	Confined spaces (p.h.)	1.01

4.16	Dirty work (p.h.)	0.82
	For Bridge and wharf carpenter who:	
	uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.83
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.82
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.82
4.17	Height money:	
	7.5 metres from ground, deck, floor or water (p.h.)	0.82
	for every additional 3 metres (p.h.)	0.16
4.18	Hot places:	
	between 46 degrees celsius and 54 degrees celsius (p.h.)	0.82
	exceeds 54 degrees celsius (p.h.)	1.01
4.19	Handling insulation material (p.h.)	0.99
4.20	Smoke boxes:	
	repairs to smoke-boxes furnace or flues of boilers (p.h.)	0.52
	repairs to and while inside oil fired boilers (p.h.)	2.02
4.21	Wet places:	
	where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.82
	when required to work in the rain (p.h.)	0.82
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	3.10
	called upon to work knee-deep in mud or water (p.d.)	6.45
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	4.16
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.16
4.23	Towers allowances:	
	construction exceeding 15 metres in height, and (p.h.)	0.82
	for each additional 15 metres (p.h.)	0.82
4.24	Depth exceeding 3 metres (p.h.)	0.82
4.25	Swing scaffolds:	
	for the first four hours or any portion thereof, and (p.h.)	6.00
	for each hour thereafter (p.h.)	1.23
	Solid plasterers when working off a swing scaffold (p.h.)	0.16
4.26	Spray application (p.h.)	0.80
4.27	Soil pipes (p.h.)	1.01
4.28	Working on second-hand timber (p.d.)	3.20
4.29	Roof work:	
	work in excess of 12 metres from the nearest floor level (p.h.)	1.01
	minimum payment (p.h.)	1.01
4.30	Electric welding (p.h.)	0.32
4.31	Explosive powered tools:	
	employee required to use explosive powered tools (p.d.)	1.95
	bridge and wharf carpenter when required to use these tools (p.d.)	1.95
4.32	Scaffolding rigging (p.h.)	0.82
4.33	Corrective establishments (p.h.)	2.04
	Mental institutions (p.h.)	1.57
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.57
	Geriatric hospitals:- Lidcombe Hospital (p.h)	0.52
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	3.80

4.34	Distant places: in districts as set out in subclause 5.3 (p.d.) in western division of the state (p.d.) within the area as set out in subclause 5.36.3 (p.d.) Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.55 2.55 2.55 1.45
4.35	Morgues (p.h.)	0.95
4.36	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.)	1.01 0.70
	Working in close proximity to employees so engaged (p.h.)	0.82
4.37	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.) 9 kg or over and up to 18 kg (p.h.) over 18 kg (p.h.)	0.82 1.42 2.25
4.38	Bagging bricks or concrete structures (p.h.)	0.75
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.75
4.40	Materials containing asbestos (p.h.)	1.01
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.40
4.42	Operation of brick cutting machine (p.h.)	1.01
4.43	Asbestos eradication (p.h.)	2.72
4.44	Employee required to work in an Animal House (p.h.)	0.50
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.82
6.1	Employee appointed to be in charge of up to and including five employees (p.w.)	51.70
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	66.20
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	86.50
15.1	Chokages pipe or pump (p.d.)	9.55
15.2	Fouled equipment (p.d.)	9.55
17.3	First Aid qualifications (p.d.)	3.55

Application to employees of Department of Education and Communities

Clause No	Brief Description	As at 1.7.18 \$
5	Tool Allowances - Electrical	
	Radio Mechanic and Fitter	22.30

Clause No.	Brief Description	As at 1/7/18
8.1	Excess fares and travelling time to and from place of work	25.10 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	10.00 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	21.15 p.d. 24.50 p.d.
8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	8.35 p.d. 9.90 p.d.
9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	15.60 13.40

9.8	Tea Money:	
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	15.60
	- after each four hours on continuous overtime, for each meal	13.70
14.4	Expenses of reaching home and of transporting tools from distant work	24.30
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	526.65 p.w. 75.25 p.d.
14.6	Camping allowance	30.20 p.d.
14.7	Returning home for the weekend from distant work	41.70
22.6.2	Supply of boots	38.90
	Accrual of credit	4.60 p.w.
23.2	Reimbursement for loss of tools	1,873.40

M. MORGAN Industrial Registrar.

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(1877)

SERIAL C8975

**CARE WORKER EMPLOYEES - DEPARTMENT OF FAMILY AND
COMMUNITY SERVICES - AGEING DISABILITY AND HOME CARE
(STATE) AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 288189 of 2018)

Before Chief Commissioner Kite

8 November 2018

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Care Worker Employees - Department of Family and Community Services - Ageing Disability and Home Care (State) Award 2015 published 14 August 2015 (377 I.G. 1339) as varied, be rescinded on and from 8 November 2018.

P. M. KITE, *Chief Commissioner*

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**STATE TRANSIT AUTHORITY OF NEW SOUTH WALES FERRIES
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 287485 of 2018)

Before Chief Commissioner Kite

8 November 2018

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the State Transit Authority of New South Wales Ferries (State) Award published 17 August 2012 (374 I.G. 336) as varied, be rescinded on and from 8 November 2018.

P. M. KITE, *Chief Commissioner*

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TRANSPORT INDUSTRY - REDUNDANCY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 289560 of 2018)

Before Chief Commissioner Kite

4 December 2018

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Transport Industry - Redundancy (State) Award published 27 January 2012 (372 I.G. 847) as varied, be rescinded on and from 4 December 2018.

P. M. KITE , *Chief Commissioner*

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**WESTERN SYDNEY BUSES BUS OPERATORS' TRANSITWAY
ENTERPRISE (STATE) AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 287493 of 2018)

Before Chief Commissioner Kite

8 November 2018

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Western Sydney Buses Bus Operators' Transitway Enterprise (State) Award 2011 published 10 August 2012 (373 I.G. 2062) as varied, be rescinded on and from 8 November 2018.

P. M. KITE, *Chief Commissioner*

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**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

EA19/07 - Blacktown City Council Minimum Conditions and Benefits Employment Agreement 2018 - 2021

Made Between: Blacktown City Council-&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.

New/Variation: Variation.

Approval and Commencement Date: Approved 30 October 2019 and commenced 30 October 2019.

Description of Employees: The agreement applies to all employees employed by Blacktown City Council located at 62, Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

EA19/08 - Blacktown City Council Minimum Conditions and Benefits Employment Agreement 2018 - 2021

Made Between: Blacktown City Council-&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.

New/Variation: Variation.

Approval and Commencement Date: Approved 26 November 2019 and commenced 26 November 2019.

Description of Employees: The agreement applies to all employees employed by Blacktown City Council located at 62, Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

EA19/09 - Blacktown City Council Minimum Conditions and Benefits Employment Agreement 2018 - 2021

Made Between: Blacktown City Council-&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 26 November 2019 and commenced 26 November 2019.

Description of Employees: The agreement applies to all employees employed by Blacktown City Council located at 62, Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

EA19/10 - New South Wales Institute of Sport Enterprise Agreement 2020-2022

Made Between: New South Wales Institute of Sport -&- New South Wales Institute of Sport Consultative Committee representing the employees.

New/Variation: Replaces EA17/01

Approval and Commencement Date: Approved 11 December 2019 and commenced 1 January 2020

Description of Employees: The agreement applies to all employees employed by NSW Institute of Sport in classifications graded from Grade 1 through to Grade 4, located at Level 1, 6B Figtree Drive, Sydney Olympic Park NSW 2127, who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Nominal Term: 36 Months.

INDUSTRIAL GAZETTE

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Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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