



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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AMBULANCE SERVICE OF NEW SOUTH WALES - SYDNEY AMBULANCE CENTRE (EMPLOYEE CAR PARKING) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 194563 of 2021)

Before Commissioner Sloan

15 December 2021

REVIEWED AWARD

Preamble

The Sydney Ambulance Centre (SAC), operated by the Ambulance Service of New South Wales (the Service), is located within leased premises at Australia Technology Park (ATP), Eveleigh, Sydney, New South Wales.

Employees of the Service employed at the Sydney Ambulance Centre have sought provision of access to secure car parking facilities at ATP at rates subsidised by the Service.

Secure parking at ATP is available only at a commercial facility.

This Award provides for specific subsidies to employees of the Service who, subject to the terms of the Award, subscribe for allocation of car parking at the facility operated by ATP, where the car parking space to be utilised is leased by the Service from ATP.

PART 1

Definitions

"The Service" means the Ambulance Service of New South Wales.

"ATP" means the Australia Technology Park, Eveleigh.

"Employee" means those engaged by the Secretary, NSW Health who are employed at NSW Ambulance, whose normal place of work is the SAC, Eveleigh.

"SAC employee" means an employee of the Service whose normal place of employment is the SAC, Eveleigh, including employees of the Medical Retrieval Unit (MRU).

PART 2

Car Parking Subsidy for Employees

- (1) The following arrangements apply on and from 22 February 2019.
- (2) The Employer will subsidise a maximum of 50 car spots which may be shared among SAC employees.
 - (i) SAC Employees who wish to subscribe to the car parking arrangement provided by this Award must agree to contribute to the cost of parking under the terms of this Award for a continuous period of not less than 12 months.

(3) Car Parking Subsidy - SAC Employees

- (i) Where no less than 25 SAC employees agree to subscribe, and continue to subscribe, to car parking arrangements in accordance with this Award, the Service must make available to those employees such car parking spaces at an ATP car parking facility as are agreed between the Service and the car park provider.
- (ii) Where no less than 25 and no more than 50 SAC employees agree to subscribe to the car parking arrangement, each such employee must contribute \$47.85 per week toward the cost of the parking by way of payroll deduction.
- (iii) Where more than 50 SAC employees subscribe to the car parking arrangement, each employee must contribute an equal amount per week, which will be reduced proportionately from the amount of \$47.85 per week for each employee in excess of 50 employees who subscribes to the car parking arrangement i.e. Where 100 such employees subscribe, the contribution per employee will be \$23.95, calculated as follows: $50/100 \times \$47.85$ per week.
- (iv) Employee contributions under this Award will be adjusted in direct proportion to variations to the cost to the Service of the car parking spaces charged.
- (v) The employee contributions outlined in (ii) above have been computed on the basis of a car park cost being \$3,828 per annum (or \$73.62 per week) (of which an employee contributes \$47.85 per week and the Service contributes \$25.51 per week).

(4) No Further Claims

- (i) The employees (and their union) undertake not to pursue any extra claims award or over award, arising from or connected with, directly or indirectly, the provision of car parking for employees at SAC.
- (ii) The benefits of this Award apply only to SAC employees.

(5) Dispute Resolution

- (i) The provisions of clause 42, Issues Resolution, of the Paramedics and Control Centre Officers (State) Award 2021 published 10 September 2021 (390 I.G. 325), as varied or replaced from time to time, will be used by the parties to resolve any disputes or grievances arising out of the operation of this Award.

(6) Commencement and Term of Award

- (i) The changes made to the award following the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 December 2021.
- (iii) This award remains in force until varied or rescinded, the period for which it was made already having expired.

D. SLOAN, *Commissioner*

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 121041 of 2021)

Before Commissioner Sloan

8 February 2022

REVIEWED AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
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PART A

- | | |
|------|--|
| 1. | Arrangement |
| 2. | Anti-Discrimination |
| 3. | Definitions |
| 4. | Skill Descriptors |
| 5. | Rates of Pay |
| 6. | Appointments and Promotions |
| 7. | Special Allowances |
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| 27. | Driving of Motor Vehicles |
| 28. | Industry Allowance |
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| 31. | Miscellaneous |
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| 33. | Council Agreement |
| 34. | Performance Evaluation and Reward |
| 35. | Consultative Mechanisms |
| 36. | Jury Service |

- 37. Salary Sacrifice
- 38. Superannuation Fund Contributions
- 39. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

SCHEDULE A

Clothing Regulations

2. Anti-Discrimination

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

NOTES

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

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

3. Definitions

- (i) Discharge means termination of an employee's service by the council as a consequence of retrenchment, re-organisation or shortage of work or other reasons for which the employee may not be entirely responsible.
- (ii) Dismissal means termination of an employee's service by the council for misconduct, inefficiency, unsuitability or repeated absences from work.
- (iii) Resignation means voluntarily leaving the service of the council.
- (iv) Service means service calculated in accordance with the provisions of Clause 10, Calculation of Service, of this award.
- (v) Council means a Municipal, City, Shire or County Council within New South Wales.

4. Skill Descriptors

- (i) Band 1 - Apprenticeship

This level will cover all apprentices and trainees engaged in the electrical trade and associated training which may lead to trade, technical or professional qualifications and is characterised by the following:

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

Depending on the level of skill and the degree of training the employee may complete either work or sections of the work which will then be checked by the tradesperson etc or may work under close supervision. The level of authority and accountability will also be indicated by the employee's position on the Trainee scale. Employees' will be responsible for the quality of their own work up to their level of skill and competence and subject to supervision and instructions/guidance.

Judgement and problem solving: Judgement is dependent on the level of skill and competence and the degree of training and will be subject to co-ordination by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on the job training and council based induction training. This training complements that received off the job which will lead to trade, technical or professional qualifications. The application of the specialist knowledge and skills will depend on the stage that the employee has reached in his/her training. Employees will be required to follow and apply rules, regulations, guidelines, instructions and procedures pertinent to their work.

Management skills: No skills in supervising others will be required. Employees should be able to apply self management skills.

Interpersonal skills: Communication with other staff in receiving instructions and in advising of work carried out. Communication with the public may also occur.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought but at least a standard of education sufficient to allow entry into the appropriate course that leads to a trade, technical or professional qualification. Completion of an appropriate labour market program or similar short term work/skills experience is desirable.

- (ii) Technical/Trades Band:

A key element of entry into this Band is the requirement for a trade certificate or equivalent qualification gained through a TAFE College or other accredited training institution.

Band 2, Level 1 Skill Descriptors

Authority and accountability: Responsible for the completion of work requiring the application of trades or technical skills. Assist in the provision of training as an adjunct to formal apprentice/trainee training. Understand and implement quality control measures. Employees usually work under general direction within established priorities, either individually or in a team.

Judgement and problem solving: Skills in assessing situations, determine processes, tools or approaches to problems and provide trade guidance and assistance as part of a work team.

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

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

Interpersonal skills: Communication skills to explain situations or advise others in either technical or non technical language.

Qualifications and experience: Appropriate work related trade certificate or modules of an advanced certificate or associate diploma or specialist skills training.

Band 2, Level 2

Positions at this level require the application of knowledge usually gained through the completion of a post trades certificate and/or advanced certificate in an appropriate discipline.

Skill Descriptors

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

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be available from others in solving problems. Exercise independent judgement and initiative in assessing tasks or jobs and work practices to accomplish results in accordance with established goals.

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

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

Interpersonal skills: In addition to interpersonal skills in managing others the position may have a role to explain issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades skills which is likely to be, based upon suitable post certificate or advanced certificate level qualifications but may be obtained through experience and training.

Band 2, Level 3

These positions require the application of the highest level of training within technical / trade positions. Positions at this level are characterised by the possession and application of skills obtained through an Associate Diploma or Electrical Engineering Certificate and experience within a specialist area.

Positions at this level may have a supervisory role over other technical / trades staff. This will involve the application of job specific skills as well as the management / supervision of staff.

Work at this level requires a sound knowledge of program, activity, policy or service aspects of the work performed in a number of work areas.

Employees working at this level would be expected to demonstrate their sound multi-skill or specialised skill base in positions demanding the exercise of independence and/or authority. Employees here may be required to co-ordinate a range of activities, identify potential or desired outcomes; contribute critical knowledge and skills.

Employees use judgement and initiative in studying, analysing and interpreting information with the aim of reaching conclusions and decisions.

At this level there would be staff with accountability for the oversight of particular operational areas or projects where there is a requirement to establish work priorities, supervise subordinate training and development, allocate and schedule work, liaise with equipment suppliers, write technical reports, provide advice on improved methods/systems of work performance and implement agreed operational programs.

Where positions at this level have supervisory responsibilities these would include the development of appropriate training programs related to group development in the functional area. Sound liaison and communication skills and the capacity to negotiate may be required.

Work at this level requires a good general knowledge of the council's operations, combined with a specialist knowledge of major activities within the work area.

Skill Descriptors

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

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

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

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

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

Qualifications and experience: An Associate Diploma, combined with extensive experience in the application of skills in the most complex areas of the job but may be obtained through experience and training.

(iii) Professional/Specialist Band

Professional/Specialist staff are employees who provide specialist services to council and require a degree qualification. They have specialist training which, above the band entry level is supplemented by experience either within or outside Local Government.

Positions will require professional/specialist expertise in the planning, development and implementation of council services/policies. Key elements of such positions relate to the ability to solve complex problems, integrate information in the development of policies, take accountability for decisions and exercise delegated authority.

The Professional/Specialist band will include both positions which have a staff role in the provision of advice or services, and those which manage units or functions within the council requiring management skills in directing and controlling projects/groups.

Band 3, Level 1

This level is the entry level to the Professional / Specialist Band and requires tertiary qualifications.

Skill Descriptors

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

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations and requires the exercise of independent judgement and initiative.

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

Management skills: Positions may manage projects involving monitoring, motivating and co-ordination of resources.

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

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

Band 3, Level 2

Professional/specialist positions classified within this level cover both advisory and project management responsibilities.

At this level there would be staff with accountability for the oversight of particular operational areas or projects where there is a requirement to establish work priorities, supervise subordinate training and development, allocate and schedule work, subcontract work, negotiate with equipment suppliers, write technical reports, provide advice on improved methods/systems of work performance and implement agreed operational programs.

Discussions taken or delegations exercised at this level may have major impact on the day-to-day operations. The impact, however, is likely to be confined to the work area or function. Delegations may be exercised and may, depending on the role and function of the position, involve making decisions, instigating alternate courses of action, or reviewing previous decisions.

Supervisory responsibilities may be an important function of a position at this level, but this can vary widely depending on factors such as work area, location, priorities, workload, operational deadlines and the availability of staff resources to assist.

At this level complex work is undertaken with limited direction as to work priorities and the detailed conduct of the task. Positions may have independence of action including the use and allocation of resources within the constraints laid down by senior management. Where budgets are an accountability of the position independence in acting within budget is permitted.

Skill Descriptors

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

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

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

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

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

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

Band 3, Level 3

Positions at this level undertake a management function or senior specialist role or provide professional direction for a particular program, activity or service to achieve results in line with the corporate goals of the council. Positions at this level may be required to undertake the allocation and monitoring of resources and to contribute to the development of policy initiatives or corporate strategies.

Skill Descriptors

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

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

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

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

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

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

Band 3, Level 4

Positions at this level are the most knowledgeable and skilled across the range of responsibilities in the professional/specialist level Band.

Positions at this level have a high degree of autonomy and decisions taken have significant impact on the operation of the organisation. Delegations exercised may, depending on the role and function of the position, involve being the final authority in the purposes of approving expenditure of funds, undertaking specific action in line with council policy, reviewing any previous action or decision in the work area.

Management responsibilities may form a significant focus of positions whilst the development of guidelines, rules, regulations, procedures or instructions for either staff or other interested parties may be co-ordinated at this level.

Skill Descriptors

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

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management.

At this level the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

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

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

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

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

5. Rates of Pay

Apprenticeship	1st year	See Part B, Table 1
	2nd year	See Part B, Table 1
	3rd year	See Part B, Table 1
	4th year	See Part B, Table 1
Technical/Trades	Level 1	See Part B, Table 1
	Level 2	See Part B, Table 1
	Level 3	See Part B, Table 1
Professional	Level 1	See Part B, Table 1
	Level 2	See Part B, Table 1
	Level 3	See Part B, Table 1
	Level 4	See Part B, Table 1

The rates of pay as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, are inclusive of the adult basic wage from time to time effective.

All rates are entry level rates of pay only, with the exception of the rates paid to apprentices which will be actual rates of pay. An adult apprentice (i.e. a person employed as an apprentice who is 21 years of age or over

at the time of entering into the indenture) will be paid a rate of pay no lower than that prescribed for a third year apprentice.

Councils will introduce a salary system to complement the skills based structure and rates of pay of the award.

The current weekly rate of pay of an employee for the purposes of the Workers Compensation legislation will be the rate paid to the employee under the salary system.

6. Appointments and Promotions

- (i) Where it is proposed to make an appointment to a position within the organisational structure of the council, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This may be satisfied by internal advertisement, if there are sufficient suitably qualified employees engaged by council.
- (ii) When the decision is being made to appoint a person to a position:
 - (a) only a person who has applied for appointment to the position may be selected; and
 - (b) from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- (iii) The merit of the persons eligible for appointment to a position is to be determined according to:
 - (a) the nature of the duties of the position; and
 - (b) the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- (iv) Subclauses (i), (ii) and (iii) of this clause do not apply to any appointment by way of demotion or lateral transfer unless the general manager decides that those subclauses are to apply to the appointment.
- (v) If a position within the organisation structure of the council is vacant or the holder of such a position is sick or absent the general manager may appoint a person to the position temporarily. A person appointed to a position temporarily may not continue in that position for a period of more than 12 months.

7. Special Allowances

- (i) Allowances Applicable - except as otherwise provided for in this award, the following allowances will be paid to those employees who are required to hold a trade qualification and are not in a supervisory or technical position in addition to the rates of pay prescribed herein:

(a) Whilst engaged on unusually dirty work and/or work of a particularly offensive nature	See Part B, Table 2
(b) Whilst working in wet places or outdoors in wet weather where clothing and/or boots became saturated, whether by water, oil or other liquids	See Part B, Table 2
(c) Whilst working in confined spaces, being a compartment, space or place, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation.	See Part B, Table 2
(d) Whilst working underground or in trenches being 4 feet or more in depth	See Part B, Table 2
(e) Whilst working with raw sewerage to the extent that the employee comes into physical contact sufficient that it attaches to the employees clothes	See Part B, Table 2

- (ii) Multiple Allowances - allowances prescribed by this clause will be applied concurrently, one with the other as the circumstances of the work will determine, provided that not more than one of the allowances prescribed in subclause (i) of this clause, is to be applied at the same time in which case the highest of such allowance will apply.

- (iii) Paid on Overtime - allowances prescribed by this clause will apply during periods of overtime performed outside the ordinary hours of duty, as the circumstances and nature of the work require.
- (iv) Non-Extended Payment - allowances prescribed by this clause will apply only as the circumstances determine and will not be applicable in the calculation of any other benefit or entitlement except in respect of overtime, as prescribed by subclause (v) of this clause.
- (v) Allowances Indivisible - allowances prescribed by this clause are indivisible and will be paid at the rate prescribed for each hour or part of an hour.

8. Tool Allowances

- (i) Payments Applicable - except as otherwise provided for in this award, in addition to the rates of pay prescribed for employees required to supply their own tools of trade, a tool allowance as set out in item 8 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, should be paid.
- (ii) Complete Tool Kits - allowances paid to employees in accordance with this clause will be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions of the employee's appointed classification and the employee will if requested to do so, furnish a list of such tools which are provided for use on the job.
- (iii) Ownership of Tools - tools for which allowances are paid will remain the property of the employee but will be kept in proper working condition and will be available for use by the employee at all times in the exercise of the employee's duties.
- (iv)
 - (a) Compensation for Loss of Tools - tools, in respect of which an allowance is paid, will be replaced or paid for by the council in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises or council property outside the ordinary working hours provided such tools were kept in accordance with any established provisions for their security.
 - (b) Provided that this sub-clause will not apply if the council has requested the employee to supply a list of tools required to be kept on the job and the employee has not supplied such a list. The council has the right to inspect the employee's tools at regular intervals to ensure that they match the list supplied by the employee and that they match the requirements of the job. The employee will be liable to pay the amount as set out in item 8 of the said Table 2 of each claim for compensation.
- (v) Special Purpose Tools - allowances prescribed by this clause will not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.
- (vi) Proper Use of Tools - tools, and other such equipment, implements or articles, issued to an employee will be used only in the course of employment duties, and for the purpose for which they are supplied.
- (vii) Care of Tools - employees will be responsible for the proper upkeep of all tools, and other such equipment, implements and articles, issued for their use, and will replace or pay for any such items lost or damaged through misuse or negligence as deemed to be just and reasonable in the circumstances.
- (viii) Payment for Other Purposes - allowances prescribed by this clause will apply during periods of absence on annual leave, sick leave, long service leave and award holidays, but will not be accountable in the calculation of any entitlement and/or payment for accrued leave made to the employee upon termination of service.
- (ix) Allowances Indivisible - allowances prescribed by this clause are indivisible, except where the allowance has commenced, or ceases to be paid, on a date which does not coincide with the usual pay period. In this event, the allowance may be divided by one-fifth for each award-paid day, or part of a day.

9. Terms of Employment

- (i) Employees may by mutual agreement be paid by either the week, fortnight or other period.
- (ii) Council may pay by cash, cheque or direct credit to the employee's nominated account. Where council pays by cheque or direct credit, all charges ancillary to such payments will be met by council.
- (iii) Each council will fix a regular payday for the payment of wages where mutually agreed upon between the council and the employee. Council may alter the payday if there is prior agreement with employees.
- (iv) If the council and employees cannot agree to alter the method of payment of wages, the dispute procedure is to be followed.

10. Calculation of Service

- (i) Except where herein provided an employee's service with the council will for all purposes of the award be taken to be that continuous period from the date of commencement to the date of termination of employment.
- (ii) The following periods will be included in the calculation of the employees' service with the council: -
 - (a) Any service with a city, municipality, shire or county council in NSW from which the employee has been directly transferred including transfer resulting from a merger, amalgamation or transfer of functions to any newly created public or private authority.
- (iii) The following periods will be deducted from the calculation of the employee's service with the council:
 - (a) all absences taken without payment unless specifically approved and accepted by the council as service and excepting periods of unpaid sick leave.
 - (b) any period of employment as a casual employee in accordance with this award.

11. Hours

A. Spread of Hours

- (i) The ordinary hours for all employees will be worked between Monday and Friday and will not exceed 12 hours in any one day exclusive of unpaid meal breaks.
- (ii) Commencing and finishing times within or outside the spread of hours Monday to Friday as specified in paragraph (i) of this subclause may be altered by Agreement between management and the employees concerned. At any stage of discussions either the employee(s) or the council may seek assistance from the union or association.
- (iii) Existing commencing and finishing times of employees covered by this award will only change by agreement between those employees and management.
- (iv) An unpaid meal break of a minimum of 30 minutes will be given and taken within the first 5 hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes will be given and taken after a further 5 hours continuous work.
- (v) An employee will not at any time be compelled to work more than 5 hours without a break for a meal. If an employee is required to work during the normal meal break then the employee will be paid time and one half rates until the meal break is given.

B. Arrangement of Hours

Subject to subclause A, Spread of Hours of this clause, the arrangement of hours will be:

- (i)
 - (a) The ordinary hours of work for employees in the professional/specialist band and other employees who worked 35 hours per week prior to the making of this award, will be 35 hours per week.
 - (b) The ordinary hours of work for such employees will be arranged on one of the following bases:
 - 35 hours within one week provided that at least two days off will be granted; or
 - 70 hours within two weeks provided that at least four days off will be granted; or
 - 105 hours within three weeks provided that at least six days off will be granted; or
 - 140 hours within four weeks provided that at least eight days off will be granted.
- (ii) The ordinary hours of work for all other employees will be 38 hours per week arranged on one of the following bases:
 - 38 hours within one week provided that at least two days off will be granted; or
 - 76 hours within two weeks provided that at least four days off will be granted; or
 - 114 hours within three weeks provided that at least six days off will be granted; or
 - 152 hours within four weeks provided that at least eight days off will be granted.
- (iii) A different arrangement of hours to that provided for in paragraphs (i) and (ii) of this subclause may be agreed upon between management and the employees concerned. At any stage of discussions either the employee(s) or council may seek assistance from the union or association.

C. General

- (i) Any agreement to alter the spread or arrangement of hours as existed prior to the introduction of this award must be genuine with no compulsion to agree.
- (ii) If no agreement can be reached between the employees and council concerning the spread or arrangement of hours then the matter will be referred to the appropriate industrial tribunal.

12. Part-Time and Casual Employees

- (i)
 - (a) A part-time employee will mean an employee who is engaged to work a regular number of hours which are less than the full-time ordinary hours prescribed by the award.
 - (b) Such employee will receive all the conditions prescribed by the award on a pro-rata basis of the regular hours worked.
 - (c) Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee will be paid for the hours normally worked on that day.
 - (d) Nothing in this clause will restrict council's ability to enter into job sharing arrangements with its employees.
- (ii)
 - (a) A casual employee will mean an employee engaged on a day to day basis.

- (b) A casual employee will be paid a twenty per cent loading on the appropriate hourly rate for every hour worked. This loading will be paid in lieu of all leave prescribed by the award.
- (c) A casual employee will not replace an employee of council on a permanent basis.

13. Overtime

- (i) Except where otherwise provided, all time worked by direction before the agreed commencement of ordinary hours or later than the agreed completion of ordinary hours will be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday will be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday will be paid at double time.
- (iii) Overtime worked on Sunday will be paid for at the rate of double time.
- (iv) Overtime worked on any day, whether in broken periods or not, will be regarded for the purposes of the payment of overtime as continuous.
- (v) An employee recalled to work overtime without receiving prior notice before ceasing work will be entitled to a minimum of four hours pay at the appropriate overtime rate for each time the employee is so recalled or performs such work. Provided that any subsequent call backs occurring within a four-hour period of a call back will not attract any additional payment. Except in the case of unforeseen circumstances arising, the employee will not be required to work the full four hours if the job the employee was recalled to or which the employee was required to perform is completed within a shorter period. This subclause will not apply in cases where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time or where it is customary for an employee to return to the place of work to perform a specific job(s) outside the employee's normal hours.
- (vi) An employee required to work overtime will be entitled to have at least 10 consecutive hours off duty between the completion of overtime on one day and the commencement of ordinary hours on the next working day without loss of pay. If an employee is instructed to resume work without having had 10 consecutive hours off duty, the employee will be paid at double ordinary rates until released from duty and then will be entitled to a 10-hour break without loss of pay for hours normally worked. This subclause will not apply to employees on a call back unless required to work for four hours or more.
- (vii) Overtime will be claimed within 30 days of it being worked.
- (viii) Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted equivalent time off in lieu of the hours worked.
- (ix) Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport, including the employee's own vehicle, are not available the council will provide the employee with a conveyance to the employee's home or pay the employee at the ordinary time rate of pay for the time reasonably occupied in reaching such home. The employee will be required to advise council at the time that the overtime is being arranged that the employee will be unable to conveniently travel home after working overtime.

14. On Call

- (i) For the purposes of this award, an employee will be deemed to be on call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and / or breakdown work.

- (ii) Employees who are required to be on call are not required to remain at their usual place of residence or other place appointed by council. However, an on call employee must be able to be contacted and be fit for duty and is required to proceed directly to and from the job without any unnecessary delay.
- (iii) Employees required to be on call for any period outside their ordinary hours will be paid an on call allowance as set out in item 14 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, whilst the employee is required to be on call.
- (iv)
 - (a) Any employee engaged prior to 1 July 1995 who is placed on call and is required to work outside his/her ordinary hours will be entitled to be paid double time for the time worked.
 - (b) For an employee engaged prior to 1 July 1995 the minimum time payable for each call out will be based on at least one hour at double time.
 - (c) For an employee engaged on or after 1 July 1995 who is placed on call and is required to work outside his/her ordinary hours will be entitled to be paid overtime at the appropriate rate for time worked.
- (v)
 - (a) Any employee engaged prior to 1 July 1995 who is required to be on call on a public holiday will have one day added to the employee's annual leave.
 - (b) Any employee engaged on or after 1 July 1995 who is required to be on call on a public holiday will have one half day added to the employee's annual leave.
- (vi) Employees on call and standing by will not be required to be constantly available for on call duties beyond a period of four weeks, where there are other employees available for such duty. Where there are no other employees available for inclusion on a roster then the employee concerned will have at least one weekend (comprising two consecutive days) off duty in each period of four weeks without reduction of the allowance paid.
- (vii) The allowance paid under this clause will continue to be paid to the employee during periods of annual leave, long service leave, sick leave and workers compensation, on the basis of his/her usual payment, provided that the employee has been on call and standing by constantly for a period of at least one month prior to such leave occurring.
- (viii) For the purpose of this clause a call out will commence from the time the employee receives notification of a call out and ceases when the employee has returned home from such call out.

15. Meal Breaks and Allowances for Overtime Work

- (i) An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time will be paid a meal allowance as set out in item 15 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.
- (ii)
 - (a) An employee who, having been so instructed, works overtime for 1 1/2 hours or more immediately after the agreed finishing time will be allowed a meal break of 20 minutes which will be paid for at the appropriate overtime rate. The employee will also be entitled to a meal allowance as set out in the said item 15.
 - (b) Where overtime worked continues immediately after the agreed finishing time for 4 hours or more the employee will be allowed a further meal break of 20 minutes which will be paid for at the appropriate overtime rate. The employee will also be entitled to a meal allowance as set out in item 15 of the said Table 2.

16. Holidays

- (i) The days on which holidays will be observed are as follows: New Year's Day, Australia Day, employees picnic day (to be held on such day as is mutually agreed between the council and the majority of all of its employees) Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day and/or proclaimed public holidays.
- (ii) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee will not have a reduction in ordinary pay.
- (iii) An employee who absents himself/herself from duty without the approval of the council on the working day prior to and the working day following any holiday will not be entitled to payment for such holiday.
- (iv)
 - (a) For an employee engaged prior to 1 July 1995, time worked on a holiday by that employee within the employees normal working hours will be paid for at double ordinary rates for the time so worked in addition to the ordinary days pay.
 - (b) For any employee engaged prior to 1 July 1995, time worked on a holiday by that employee outside the employees normal working hours will be paid for at double and one half ordinary rates.
 - (c) For any employee engaged on or after 1 July 1995, who is required to work on a holiday as prescribed by this clause, the employee will be paid at double time and a half inclusive of payment for the day with a minimum payment of 4 hours worked.
 - (d) Where an employee is required to work ordinary hours on a holiday as prescribed by this award, the council and the employee may agree that the employee be paid time and a half for the hours worked on the holiday and in addition be granted a day off at ordinary time for the holiday. Such leave will be taken at a mutually convenient time.

17. Annual Leave

- (i) Annual leave of absence, consisting of four weeks at the ordinary rate of pay exclusive of award holidays observed on a working day, will be granted to an employee who has given twelve months' service and will be taken on its due date or as rostered within the ensuing twelve months, excepting under special circumstances as approved by the council whose decision will be final.
- (ii)
 - (a) Where a rotating annual leave roster, as agreed upon by the council and the Union concerned, is put into operation, for the purpose only of working of such roster system, the council may allow annual leave to be taken before its due date.
 - (b) Where an employee has been allowed annual leave before its due date and the employee's service is terminated any amounts paid in advance of the entitlement will be deducted from the termination pay.
- (iii) On resignation or termination of employment, the council will pay to the employee any accrued annual leave. In addition, the employee will be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable will be calculated according to the ordinary rate of pay applicable at the date of termination of service.

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

- (iv) Annual Leave Loading - Employees entitled to annual leave under this award will receive, in addition to such entitlements, a monetary loading of seventeen and one half per cent, calculated and payable as follows:
- (a) Such loading will apply only to annual leave entitlements and not to any additional days (or other time) added to an employee's annual leave to compensate for working on an award holiday or for any other reason or purpose provided for by this award.
 - (b) Payment of the loading will be calculated upon the employee's ordinary time rate of pay pertaining at the time such leave is taken or otherwise discharged.
 - (c) When the employment of an employee is terminated by council for any reason other than misconduct and such employee has not taken the whole of the annual leave entitlement accrued, other than any pro-rata annual leave entitlement, the employee will be entitled to loading on such accrued annual leave.
 - (d) Where, by arrangement with the council, annual leave is taken in advance of it falling due, such loading may at the council's discretion also be applied in advance with the leave taken.
 - (e) Such loading will be paid at the commencement of each period of annual leave as taken (i.e., not later than the employee's usual ceasing time on the last working day prior to the employee going on leave).

18. Sick Leave

- (i) An employee who is unable to attend for duty due to illness or injury will be entitled to sick leave of absence without deduction of pay on the following conditions:
- (a) the employee may be required to produce or forward evidence satisfactory to the council that the illness or injury is such that it justifies the time off and does not arise from serious misconduct and;
 - (b) that the illness or injury does not arise from engaging in other employment concurrent with employment with the council; and;
 - (c) that the illness or injury does not arise out of or in the course of employment such that it is compensable under the relevant Workers Compensation legislation and;
 - (d) that proof of incapacity such as to justify payment must be given after more than two days absence or after three separate periods of absence in each service year and;
 - (e) that employees engaged prior to 1 July 1995 will be entitled to accumulate sick leave upon completion of the following continuous service with council:

After first 3 months an initial	3 days
After first 6 months a further	4 days
After first 12 months a further	8 days
After first 18 months a further	6 days
After first 24 months a further	9 days
After first 36 months a further	15 days
After first 48 months a further	15 days
After first 60 months a further	18 days
After each additional 12 months a further	18 days

or

- (f) That employees engaged on or after 1 July 1995 will be entitled to accumulate sick leave on the basis of 5 days after 3 months service with the council provided that after each 12 months service the employee will be entitled to 15 days sick leave.
- (ii) Sick leave not taken will accrue and accumulate and will be taken with the last entitlement being taken first.
- (iii) Where an employee has had 10 years service with the current council and has exhausted all sick leave available, the council may grant such additional sick leave as, in its opinion, the circumstances warrant.
- (iv) In the event of the retirement of an employee who was engaged by council prior to 1 July 1994 the employee will be paid all untaken sick leave accrued at the current council standing to the employee's credit at the date of retirement subject to the provisions of Section 14 of Schedule 4 of the *Industrial Relations Act 1996*.

Retirement age means termination of an employee's service with the council at any time after the employee attains the age of 55 years.

- (v) If the employee becomes sick or is injured whilst on annual leave and produces within a reasonable time, satisfactory medical evidence that the employee is unable to derive benefit from annual leave, the employee will be granted, at a time convenient to council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave; provided that the period of sickness or injury is at least seven consecutive days.
- (vi) If the employee becomes sick or injured whilst on long service leave and produces within a reasonable time satisfactory medical evidence that the employee is unable to derive benefit from the taking of such long service leave, the employee will be granted, at a time convenient to the council, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of long service leave, provided that the continuous period of sickness or injury is equivalent to at least one quarter of the period of long service leave taken, or two weeks, whichever is the shorter period and provided further, that such leave will be debited against the employee's sick leave entitlement.
- (vii) Accumulated sick leave will be transferable on change of employment from one council to another council within New South Wales to the extent of not more than 13 weeks.
- (viii) The council may request employees to attend council's doctor at council's cost.

19. Carer's Leave

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 19(1)(c) who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee will, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (a) A spouse of the employee; or
 - (b) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) A relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 32, Disciplinary, Grievance and Dispute Procedures, should be followed.

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 19(1)(c) above who is ill or who requires care due to an unexpected emergency.

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part of a day, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee and council may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of 13, Overtime, the following provisions will apply.
 - (b) An employee may elect, with the consent of the council, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee will be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the council, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the council, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the council, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the council, 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 council and employee, or subject to reasonable notice by the employee or the council.
 - (d) This subclause is subject to the council 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.
- (7) Personal Carers Entitlement for casual employees
- (1) Subject to the evidentiary and notice requirements in 19(1)(b) and 19(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 19(1)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not

be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

20. Bereavement Leave

- (i) An employee other than a casual employee will be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave will be available to the employee in respect to the death of a person prescribed for the purposes of clause 19(1)(c)(ii) of this award provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclause 19(2), (3), (4), (5) and (6) of this award. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 20(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 19(1)(c) of clause 19, Carer's Leave.
 - (b) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 20A(3)(a)(ii) and 20A(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 20A(3)(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employer will take reasonable steps to inform the employee 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 employer will also notify the employee of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

21. Leave Without Pay

(i) Periods of leave without pay other than approved sick leave without pay taken at a time mutually convenient to Council and the employee will not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or annual leave loading. Such periods of leave without pay will not however, constitute a break in the employee's continuity of service.

- (ii) Where an employee is absent from work on approved leave without pay, he/she will not be entitled to payment for any holiday which occurs during the period of absence.

22. Long Service Leave

- (i) Except as hereinafter provided, an employee upon completion of 10 years continuous service with the presently employing Council will be entitled to long service leave on full pay as follows:

- (a) For employees engaged by the Council prior to 1 July 1995

Length of Service	Quantum of Leave
After 10 years	13 weeks
After 15 years	a further 8.5 weeks
After 20 years	a further 13.5 weeks
After every completed period of 5 years	a further 13 weeks

- (b) For employees engaged by the Council on or after 1 July 1995

Length of Service	Quantum of Leave
After 10 years service	13 weeks
After 15 years service	a further 6.5 weeks
After 20 years service	a further 11 weeks
For every completed period of 5 years service thereafter	11 weeks

- (ii) Where an employee has completed at least five years service but less than ten years service with the Council, and his/her employment is terminated by the Council for any cause or by the employee on account of illness or incapacity or domestic or other pressing necessity or death, the Council will pay to such employee the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods.
- (iii) Long service leave will be taken at a time mutually convenient to the Council and employee in minimum periods of 4 weeks provided that all long service leave accruing on or after 23 June 1988 will be taken within 5 years of it falling due at a mutually convenient time.
- (iv) For the purpose of this clause continuity of service will be deemed not to have been broken by transfer or change of employment from one Council to another provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of transfer; provided further that the employee concerned does not accept employment of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another council.
- (v) For the purpose of this clause service will include the following periods;
- (a) In the case of an employee transferred to the service of a Council of a new or altered area - any period of service with the Council from which such employee was transferred.
- (b) Service will mean all services with a Council irrespective of the classification under which the employee was employed.
- (c) There will be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken but excepting periods of unpaid sick leave.

(vi)

- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause, all prior continuous service with any other Council or Councils will be deemed to be service with the Council by which the employee is currently employed.

For the purpose of this subclause continuous service will be in accordance with subclause (iv) of this Clause.

- (b) Where an employee transfers from one Council to another, the former Council will pay to the newly employing Council the monetary equivalent of long service leave for the period of service computed in completed months with the former Council and in respect of which long service leave has not already been taken or paid for in lieu and calculated on the basis prescribed in subclause (i) of this clause at the rate of salary payable on the date of transfer of the employee.

Where an employee has completed at least 10 years continuous service with the Council and previously employing Council(s) as prescribed in this Clause, the employee may elect to be paid the monetary equivalent of the entitlement to such leave in lieu of having the monetary equivalent of long service leave standing to the employee's credit transferred to the newly employing Council.

A statement showing all prior continuous service with the Council or Councils of the employee concerned will be furnished together with details of the assessment of the amount forwarded. Upon receipt of such amount the money will be paid into a long service leave reserve account and suitable notations made in the Council's Long Service Leave Record.

- (vii) All long service leave already taken with the Council and with other Councils or bodies established under Local Government Legislation, and/or the equivalent of any such leave represented by a cash payment in lieu of such leave paid to the employee upon termination of service with any such bodies, will be deducted from the accrued leave at credit to the employee, as calculated in accordance with this Clause.

- (viii) A Council which has received under paragraph (b) of subclause (vi) of this clause a monetary equivalent for Long Service leave entitlement to cover an employee's period of service with a previously employing Council or Councils will if the employee subsequently leaves the service of that employing Council to seek employment outside Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) any amount(s) which were received as monetary equivalent from such Council(s).

- (ix) Payment to an employee proceeding on long service leave will be made by Council before the employee enters upon the leave.

- (x) When the service of an employee with more than 10 years service is terminated for any cause, long service leave will be deemed to have accrued for the employee's total length of service and an amount equivalent to such accrued long service leave, less such leave already taken, computed in monthly periods will constitute the employee's entitlement.

- (xi) Where an employee has become entitled to a period of leave, and the employee's employment is terminated whether by resignation, death or dismissal for any cause, the employee will be deemed to have entered upon leave at the date of termination of such employment and will be entitled to payment accordingly.

(xii)

- (a) For employees engaged by Council prior to 1 July 1995 long service leave will be exclusive of all award holidays which occur during the period of such leave.

- (b) For employees engaged by Council on or after 1 July 1995. Long service leave provided by this Clause will be exclusive of annual leave but inclusive of any other holidays occurring during the taking of any period of long service leave.
- (xiii) When the service of an employee is terminated by death the Council will pay to the employee's spouse or dependent children or legal representative the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of death as determined by the Council
- (xiv) Full pay shall mean the salary prescribed in this award and in the case of an employee who enters upon a period of leave such salary as is applicable to the said period of leave. In the case of an employee who dies after having become entitled to but not having entered upon a period of leave such salary as is applicable at the date of such death.

23. Training

A. Trade Union Training Leave

- (i) An employee may make application to the council for paid leave to attend a trade union training course. The granting of such leave is subject to the council's approval both in respect of the aggregate leave provided and the number of employees attending.
- (ii) A council's approval of any application for leave provided by this clause is subject to:
 - (a) The taking of the leave will be dependent upon the council being able to make adequate staffing arrangements.
 - (b) Courses should be legitimate training courses run by or approved by the Trade Union Training Authority (TUTA) when relevant approved education content of an industrial relations nature, and not courses run by trade unions or T.U.T.A. for the conduct of union business or any furtherance of their own affairs.
 - (c) Training courses should be for union delegates or workplace representatives for whom the approved course is of relevance.
 - (d) Written application and at least six weeks notice for release of employees should be made to the council by the official union body. (Council may accept a period of notice which is less than six weeks). A copy of the course syllabus should accompany every application.
 - (e) Paid leave will be at the ordinary rate of pay for ordinary working hours only, with no reimbursement for overtime, travel time, expenses of other award benefits.
 - (f) An employee must have one year's service with council before leave can be granted.
 - (g) Leave granted will not incur additional payment to the extent that the course attended coincides with an employee's rostered day off or other concessional leave.
 - (h) No council will be called upon to pay more than 10 days leave per calendar year irrespective of the number of council's employees who attend the above mentioned courses. Such leave will not accumulate from year to year.

B. Council Training

- (i)
 - (a) The parties to this award recognise that in order to increase the efficiency and productivity of the industry a greater commitment to training and skills development enhancement and maintenance is required.

Accordingly, the parties commit themselves to:

1. developing a more highly skilled and flexible workforce;
 2. providing employees with career opportunities through appropriate training to acquire additional skills; and
 3. removing barriers to the utilisation of skills acquired in accordance with the training plan.
- (b) Council will develop a training plan consistent with:
1. the current and future skill needs of the Council;
 2. the size, structure, and nature of the operations of the council;
 3. the need to develop vocational skills relevant to the council employees and the Local Government industry through courses conducted by both public and private providers.
- (c) If an employee is required to undertake a course which will develop skills relevant to the current and future needs of the council and the industry, and is consistent with the council's training plan:
1. The council will grant the employee paid leave to attend course requirements where the training is undertaken during ordinary working hours;
 2. Where the course requirements contain more than a 15% off-the-job component calculated over any 12-month period the extent to which council will grant paid leave to attend such course requirements must be specified in the training plan.
 3. Council will pay course fees at the commencement of each stage but will not pay if the employee is repeating; and
 4. Council will either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements.
- (d) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave council will give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- (ii) Entry Level Training
- Entry level training includes:
- (a) Induction level training which adjusts and enhances skills learned outside of the Local Government industry to the service criteria of a tier of Government;
 - (b) Career Foundation training that allows new employees to earn skills within a particular vocation appropriate to Local Government, such as Australian Traineeship Scheme (ATS) students; apprenticeship students; or technical and professional students.

- (iii) Career Path Development
 - (a) This award provides councils and employees with the opportunity to develop career structures within the award. The emphasis of the career path is to provide and develop new skills through a structured training program to allow mobility through skill bands. The establishment of skill-related career paths will provide an incentive for workers to continue to participate in skills formation.
 - (b) To provide for genuine and equitable career path opportunities, employees covered by this award will be given reasonable opportunity to progress by participating in the training plan.
- (iv) Multi-Skilling
 - (a) This award aims to develop a workforce with a wide range of skills and abilities by providing employees with an opportunity to build long term career paths. It also aims to eliminate impediments to multi-skilling and broadening the range of tasks which a worker may be required to perform. In this way, the award ensures that work patterns and arrangements enhance flexibility and the efficiency of the industry.
- (v) Training Modules
 - (a) A training module is a stand-alone course which supplies part of the required training for each step within the skill band.
 - (b) Training modules are designed to allow each council to choose the modules relevant to its skills requirements, and employee to choose the modules that further their careers.
- (vi) Training Plan
 - (a) This award allows for each council to construct a training plan that sets out the modular courses that are relevant to its skills maintenance, development and enhancement in accordance with the skills bands and levels of this award.
 - (b) A training plan will be designed in consultation with the consultative committee from an analysis of training needs identified within each council.
 - (c) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit.
- (vii) Skills Applied
 - (a) In order that both employees and employers have confidence in the ability of employees to apply skills acquired through the training provisions of this award, skill standards are expressed in terms of competencies and application of skills is expressed in terms of performance criteria.
 - (b) Competencies - A competency is the ability to perform the activities within an occupation or function to the standard expected in employment. Key features of competencies are:
 1. related to realistic workplace practices;
 2. expressed as an outcome;
 3. capable of demonstration and assessment;
 4. complementary to their performance criteria
 5. comprehensible to trainees, supervisors and employers; and

6. for complex and non-routine work, expressed in terms that allow for critical thinking, problem solving and the possibility of no one correct solution.
- (c) Performance Criteria - Performance criteria are statements by which an assessor evaluates the evidence that an individual can perform the activity specified in a statement of competence to a level acceptable in employment including measures of quality as well as quantity where appropriate.

Performance criteria should consist of outcomes and evaluative statements.

(viii) Skills Acquired

Acquired skills are to be assessed both on and off the job to supply objective evidence to council that employees have acquired the necessary skills through training.

24. Travelling Allowance

- (i) The provisions of this clause will not be applicable to employees who are required to start and/or finish in the council depot, workshop or other agreed starting point. Nor will it be applicable to employees who are provided, or the council has offered to provide, transport from the employee's residence or normal starting point to the work site and return, free of charge to the employee.
- (ii) An employee who is required to commence and/or finish work at a location away from the employees normal starting point at the normal starting and/or finishing times or is required to start overtime work at a location away from the normal starting place will be paid a travelling allowance as set out in item 24 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates:

Where the employee works at a distance from the depot greater than:

0 but not more than 10 km	See Table 2 - Other Rates and Allowances
More than 10km but not more than 20km	See Table 2 - Other Rates and Allowances
More than 20km but not more than 30km	See Table 2 - Other Rates and Allowances
More than 30km but not more than 40km	See Table 2 - Other Rates and Allowances
More than 40km but not more than 50km	See Table 2 - Other Rates and Allowances
Each additional km in excess of 50kms	See Table 2 - Other Rates and Allowances

This clause does not apply to travelling involved in after hours on-call work.

25. Higher Paid Work

- (i) A Council may direct an employee to carry out such duties that are within the limits of the employee's skills, competence and training.
- (ii) An employee required to relieve in a higher paid position will be paid according to the skills and knowledge possessed to undertake the higher duties but at a rate at least equal to the entry salary of the level and band in which the employee is relieving.
- (iii) Subject to the right of the employee to elect to take a position in a lower grade or to have the employee's services terminated by the council any employee may be reclassified to a lower grade provided no less than two weeks' notice in writing of the council's intention so to do is given; provided that where an employee is so reclassified there will be no reduction in pay if the employment in the lower grade is for less than four weeks.

26. Clothing

- (i) Clothing will be provided for employees in accordance with Schedule A, Clothing Regulations to this award.

27. Driving of Motor Vehicles

- (i) Driver's Licences - an employee appointed to a position, the duties of which, require the employee to hold a motor vehicle driver's licence or motor cycle rider's licence, will be reimbursed the annual cost of such licence by the Council provided that:
- (a) Where an employee is eligible for and elects to renew a licence for a period of more than one year, the Council may reimburse the employee each year an amount equal to the pro-rata annual cost.
 - (b) The Council may elect to reimburse the full cost of an employees' multiple year licence. Where the Council elects to reimburse in full the cost of a multiple year licence, and subsequently:
 - (i) the employee's service is terminated for any reason;
 - (ii) the employee's licence is revoked, suspended or cancelled; or
 - (iii) the employee ceases to carry out duties requiring the employee to drive a vehicle; then the Council will be entitled to deduct from the wages or salary due to the employee the balance of the yearly proportionate value of the licence.
 - (c) The Council will not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.
- (ii)
- (a) Use of Private Vehicles: Where, by mutual arrangement between the Council and the employee concerned, the employee supplies a privately owned motor vehicle and/or other equipment associated therewith, on a regular basis for use in the Council's official business, the parties will agree upon a mutually acceptable allowance for the use and depreciation of the vehicle; provided that, in the case of a motor vehicle, which is available continuously for use when the employee is on duty, the allowance payable will be calculated at not less than:

	Kilometres Travelled Each Year on Official Business Cents Per Kilometre
Under 2.5 litres (nominal engine capacity)	See Table 2 - Other Rates and Allowances
2.5 litres (nominal engine capacity) and over	See Table 2 - Other Rates and Allowances
 - (b) a minimum payment at the rate of (See Table 2 - Other Rates and Allowances) per annum, paid quarterly to the extent only of any deficiency between the total minimum travelling rate provided under this subclause and the quarterly payment relating to the same period; and similarly, to the extent only of any such deficiency when related and reconciled at the end of each four quarterly periods; with
 - (c) such quarterly periods to be extended by any time in which the vehicle is not available to the Council, including absence by the employee whilst on long service leave and/or annual leave in excess of four weeks in any service year and/or sick leave in excess of three weeks.
- (iii) Casual use of Motor Vehicles - an employee who by arrangement, uses a privately owned motor vehicle in the course of, or in connection with, the employees employment, on an intermittent, irregular or casual basis will be paid for such casual use at the rate set out in paragraph (a) of subclause (ii) of this clause.
- (iv) Termination of Agreement - an agreement for the supply and use of a privately owned motor vehicle under this clause may be terminated by the Council giving the employee or by the employee giving the Council six months' notice of such intention to terminate the agreement.

28. Industry Allowance

An industry allowance as set out in item 28 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, will be paid to all employees aged twenty years and over who are paid in accordance with the provisions of this award. The allowance will be paid for all purposes of the award with the exception of travelling time, overtime and other penalty rates.

29. Termination of Employment

- (i) An employee will give to council 2 weeks notice of their intention to terminate their employment. If no such notice is provided, council will be entitled to deduct pay equivalent to the required notice from any entitlements payable under this award.
- (ii) A council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) The council will give to an employee a period of notice of termination in accordance with the scales set out in subclauses (iv) and (v) of this clause or by payment in lieu of notice. Provided, where the employee's services are terminated by reason of misconduct no such notice will be required.
- (iv) If the employee is 45 years of age or less -

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

- (v) If the employee is over 45 years of age

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

- (vi) The provision of this clause will be read subject to the provisions of Clause 30 Redundancy and Technological Change.

30. Redundancy and Technological Change

- (i) Council's Duty to Notify
 - (a) Where a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the council will notify the employees who may be affected by the proposed changes and the unions to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

(ii) Council's Duty to discuss Change

- (a) Council will discuss with the employee(s) affected and the union to which they belong, among other changes, the introduction of the changes referred to in sub-clause (i) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and will give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes.
- (b) The discussion will commence as early as practicable after a definite decision has been made by the council to make the changes referred to in subclause (i).
- (c) For the purposes of the discussion, the council will provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes of the employee(s) and any other matters likely to affect the employee(s).

(iii) Discussion Before Termination

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i) and that decision may lead to the termination of employment, the council will hold discussions with the employee directly affected and with the union to which they belong.
- (b) The discussion will take place as soon as it is practicable after the council has made a definite decision which will invoke the provision of paragraph (a) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- (c) For the purposes of the discussion, the council will, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for effects and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the council will not be required to disclose confidential information the disclosure of which would adversely affect the council.

(iv) Notice to Centrelink

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

(v) Notice of Termination

- (a) Four weeks notice to terminate or pay in lieu of notice will be given except in cases where the employee is 45 years of age or over with 5 years service, where 5 weeks notice will be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee will be entitled to the following:
 - (i) Three (3) months notice of termination or
 - (ii) Payment in lieu of the notice in subparagraph (i) of this paragraph. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of notice.
 - (iii) Notice or payment in lieu of notice under this paragraph will be deemed to be service with the council for the purposes of calculating leave entitlements under this award.

(vi) Severance Pay

- (a) This subclause will apply where an employee is terminated due to redundancy. A council will be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure, being a position which has remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee will be entitled to the following:

If the employee is less than 45 years of age:

Completed Years of Service with Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and less than 7 years	16 weeks pay
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 10 weeks pay

Employees aged less than 45 years will receive an entitlement of up to 26 weeks pay in accordance with the above table.

If the employee is 45 years of age and over

Completed Years of Service with Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 7 years	20 weeks pay
7 years and beyond	An additional 2 weeks pay for each year in excess of 7 years service up to 6 weeks pay

Employees aged 45 years of age and over will receive an entitlement of up to 26 weeks pay in accordance with the above table.

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, an employee will be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the council the employee will provide proof of attendance at an interview.
- (ix) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions will be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance will be paid on termination.

- (x) The council will, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period the employee's employment and the classification or the type of work performed by the employee
- (xi) The council will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xii) In the event that council determines that a position is redundant, council where practicable, will firstly offer such redundancy on a voluntary basis.
- (xiii) Nothing in this award will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the unions and the councils bound by this award.
- (xiv) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount of severance pay than that contained in subclause (vi) of this clause if the council obtains acceptable alternative employment for an employee.
- (xv) Nothing in this clause will restrict an employee with ten years service or more and council from agreeing to further severance payments.

31. Miscellaneous

- (i) Where an employee and Council agree that a telephone installed at the employee's place of residence can be used as a means of communication to such employee the Council will reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on Council's behalf on such telephone.
- (ii)
 - (a) Employees working with an employer in places situated upon or to the west of line drawn as herein specified will be paid an allowance (as set out in item 31 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates) per day or part of a day in addition to the salary to which they are otherwise entitled. The line will be drawn as follows: commencing at a point on the right of the bank of the Murray River opposite Echuca (Victoria) and thence to the following towns in the order stated, namely, Deniliquin, Griffith, Condobolin, Narromine, Coonamble, Moree and Goondiwindi.
 - (b) The above rates will not form part of the ordinary rates of payment for the purpose of calculation of overtime.
 - (c) For the purpose of this subclause a week will be five days in each 7 day period.
- (iii) Any employee who is the holder of a current St John's Ambulance First-Aid Certificate or equivalent and is required to act as a first-aid attendant will be paid an allowance, as set out in item 31 of the said Table 2, in addition to the employee's ordinary rate of pay.

32. Disciplinary, Grievance and Dispute Procedures

A. Disciplinary Procedure

- (i) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee will be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer or nominee of Council.

Unsatisfactory work performance or conduct will include neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record of such initial warning

will be kept on the employee's personal file and a copy of the warning will be shown to the employee.

The employee may either make notes on the record or reply in writing and have that reply placed on file.

If, however, a complaint of an employee's performance or conduct is made and investigation shows the complaint to be unfounded, the employee's personal file must have a suitable notation added to it.

- (ii) Where there is a re-occurrence of unsatisfactory performance or conduct, the employee will be warned formally in writing by the appropriate officer of Council and counselled. Counselling should reinforce:

the standard of work or conduct expected;

where the employee is failing to meet these required standards

a suitable review period for monitoring the employee's performance;

the severity of the situation;

whether disciplinary action will follow should the employee's work performance or conduct not improve.

A written record of such formal warning and counselling will be kept on the employee's personal file and a copy of the warning will be shown to the employee.

The employee may either make notes on the record or reply in writing and have that reply placed on the file.

- (iii) If the employee's unsatisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee will be given a "final warning" in writing, giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's performance or conduct does not improve after the "final warning" further disciplinary action will be taken.
- (v) This will not affect the rights of the Council to take other disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.
- (vi) Either Council or the employee may request the presence of a Union representative at any stage of this procedure.
- (vii) This procedure will not affect either party's right to institute the dispute procedure of the award or to notify the Industrial Registrar as to the existence of an industrial dispute.
- (viii) Employees will have access to their personal file and may take notes and/or obtain copies of the contents of the file.

B. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by the union or its local representative and the council represented by the Association.

- (ii) A grievance or dispute will be dealt with as follows:
 - (a) The employee(s) will notify the supervisor of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting will be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties will be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager will provide the employee(s) with a written response. The response will include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iii) Nothing in this clause will affect the right of the parties to enter into direct negotiation or to seek the assistance of an industrial tribunal at any stage of this procedure.
- (iv) During this procedure and while the matter is in the course of negotiation and/or arbitration, work is to proceed as normal.

33. Council Agreement

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- (ii) The terms of any agreement reached between the parties will substitute for the provisions of the award provided that:
 - (a) the extent of the agreement will be limited to the award's Clause 5 Rates of Pay, Clause 24 Travelling Allowances, Clause 11 Hours, Clause 13 Overtime, Clause 16 Holidays, Clause 12 Part time and Casual Employees and Clause 34 Performance Evaluation and Reward.
 - (b) the agreement does not provide less than the entry level rates of pay.
 - (c) the agreement is consistent with the *Industrial Relations Act NSW 1996* and current wage fixing principles.
 - (d) the agreement will be processed in accordance with subclause (iii) of this Clause.

Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement will be processed in accordance with the Enterprise Arrangement Principle.

- (iii) A Council Agreement will be processed as follows:
 - (a) the unions will be notified prior to the commencement of negotiations.
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion.
 - (c) the agreement will be committed to writing and will include a date of operation and a date of expiration.

- (d) the Council and the appropriate union(s) will sign the agreement and a copy sent to the LGSA.
- (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

34. Performance Evaluation and Reward

- (i) The objective of performance development is to enhance the performance of councils. All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance.

A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance.

A review system also provides a basis for identifying development needs for individuals and can be used as an important input to promotion decisions.

- (ii) This award recognises that all employees should have on-going feedback about performance. The success of a council ultimately depends upon the collective sum of individual job performance.

The performance development process can be simplified to three stages:

1. joint development on objectives and performance standards;
2. progress reviews; and
3. a formal performance review which is followed by decisions and outcomes.

35. Consultative Mechanisms

Each Council will establish a consultative mechanism and procedure appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

36. Jury Service

An employee required to attend for jury service will be entitled to attend without loss of pay less any amount paid by the court for such jury service.

37. Salary Sacrifice

- (i) Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement will not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include childcare facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under leaseback arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the leaseback fee that exceeds council's fringe benefit tax liability.
- (iii) The value of the benefits will be agreed between the council and employee and will include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, will be in writing and signed by both council and the employee.
 - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the council will not unreasonably refuse the request.

- (v) The employee's gross pay is their pre-tax ordinary pay less the value of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax will be treated as an approved benefit for superannuation purposes and will not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax will be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement will cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement will be suspended during periods of leave without pay.
- (xii) Council may maintain and/or enter into other salary sacrifice arrangements with employees.

38. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act 1996*, a council will make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

39. Area, Incidence and Duration

This award will take effect from the first pay period to commence on or after 8 February 2022 and will remain in force for a period of twelve months.

Changes made to this award pursuant to section 19 of the *Industrial Relations Act 1996* and in accordance with the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (359 I.G. 310) take effect from 8 February 2022.

This award was reviewed under section 19 of the *Industrial Relations Act 1996* on 8 February 2022 and replaces the Local Government (Electricians) (State) Award published on 24 January 2020 (386 I.G. 184) and all variations of that Award. Changes made in this review take effect from 8 February 2022.

This award remains in force until varied or rescinded.

This award will apply to all councils (as defined in Clause 3) in Local Government within New South Wales (other than the Council of Sydney, the Council of the City of South Sydney and the Council of the city of Newcastle and also excluding the County of Yancowinna).

This award will only apply to persons engaged in the industries and callings of makers, fitters, repairers and installers of electrical apparatus and installations, and persons assisting therein, or in running electrical plant.

Provided further that this award will apply only to employees who are members of, or are eligible to be members of, the Electrical Trades Union of Australia, New South Wales.

PART B**MONETARY RATES**

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 8 October 2021.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2021. These adjustments may offset any or both of:

- i. Any equivalent over award payments, and/or
- ii. Award wage increases other than State Wage Case adjustments.

Table 1 - Wage Rates - Clause 5

	Rate of Pay Per Week \$
Technical/Trades Band Level 1	977.24
Technical/Trades Band Level 2	1074.85
Technical/Trades Band Level 3	1229.62
Professional Band Level 1	1074.85
Professional Band Level 2	1229.62
Professional Band Level 3	1378.55
Professional Band Level 4	1611.03
Apprentice 1st Year	540.87
Apprentice 2nd Year	638.69
Apprentice 3rd Year	733.92
Apprentice 4th Year	826.42

Table 2 - Other Rates and Allowances

Clause 7 - Special Allowances	
(i) Wages	
(a) Dirty work, etc.	\$0.41 per hour
(b) Wet places	\$0.46 per hour
(c) Confined spaces	\$0.46 per hour
(d) Working underground	\$0.41 per hour
(e) Working with raw sewerage	\$9.12 per day

Clause 8 - Tool Allowances	
	Per Week \$
(i) Electrical Tradesperson	37.65
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	95.63

Clause 14 - On Call	
	\$
(iii) On call allowance	124.42

Clause 15 - Meal Breaks and Allowances for Overtime Work	
	\$
(i) Meal allowance	16.58
(ii)(a) Meal allowance	16.58
(ii)(b) Meal allowance working 4 hours overtime	12.72

Clause 24 - Travelling Allowance	
Where the employee works at a distance from the depot greater than:	Amount \$
(ii) 3-10 km	5.84 per day
10-20 km	10.53 per day
20-30 km	15.02 per day
30-40 km	19.40 per day
40-50 km	24.09 per day
For each additional kilometre	0.45
Clause 27 - Driving of Motor Vehicles	
	Amount \$
(ii) (a) Use of private vehicle (cents) per kilometre	
Under 2.5 litres	0.71
2.5 litres and over	0.81
(b) Minimum yearly allowance	7881.06
Clause 28 - Industry Allowance	
Industry Allowance	\$62.16 per week
Clause 31 - Miscellaneous	
(ii) (a) West of the line allowance	\$1.07 per day
(iii) First-aid allowance	\$3.62 per day

SCHEDULE A

Clothing Regulations

Classifications and Work Situations	Clothing and Accessories (For day and wet weather) Number Per Issue
1. Apprentices (Electrical Trades)	Dry - 2 pair overalls; 1 pair electrical safety boots or shoes
2. Electrical Officers (Electrical Trades) Including Engineering Officers and Electrical Engineers	Wet - 1 set waterproof coat, hat and trousers; 1 pair electrical safety (rubber) boots Dry - 2 pair overalls, or 2 sets dry weather coat and trousers; 1 dry weather hat; 1 pair electrical safety boots Wet - 1 set waterproof coat, hat and trousers; 1 pair electrical safety boots or shoes or 1 pair galoshes
3. Clothing will be issued as stipulated above when required	

D. SLOAN, *Commissioner*

CROWN EMPLOYEES (STATE EMERGENCY SERVICE) STATE OPERATIONS CENTRE - CONTINUOUS SHIFT WORKERS AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 101037 of 2021)

Before Commissioner Sloan

13 December 2021

REVIEWED AWARD

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|--|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 4. | Application |
| 5. | Coverage |
| 6. | Salaries |
| 7. | Rostering and Shift Arrangements |
| 8. | Shift Work |
| 9. | Maximum Hours |
| 10. | Meal Breaks |
| 11. | Breaks between Shifts and Shift Cycle Changes |
| 12. | Daylight Saving |
| 13. | Alteration to Hours of Work |
| 14. | Requirement to work additional hours |
| 15. | Exchange of Shifts |
| 16. | Hearing and Eye Sight Testing |
| 17. | Higher Duties Shift |
| 18. | Work Health and Safety |
| 19. | Representation |
| 20. | Anti-Discrimination |
| 21. | Grievance and Dispute Settling Procedures |
| 22. | Conditions Fixed by Other Instruments of
Employment |
| 23. | Existing Entitlements |
| 24. | Area, Incidence and Duration |
| 25. | No Extra Claims |

2. Title

This award is the Crown Employees (State Emergency Service) State Operations Centre - Continuous Shift Workers Award 2021.

3. Definitions

Act means the *Government Sector Employment Act 2013*.

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

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

Commissioner means the Commissioner of the State Emergency Service.

Director means the Head of a State Emergency Service Directorate.

Casual Employee means any employee engaged in terms of Division 5, Section 43 of the *Government Sector Employment Act 2013* and any guidelines issued under that Act or as amended from time to time.

"Industrial Relations Secretary" means the Secretary of the Treasury who is the employer for industrial purposes under the provision of Part 4, *Government Sector Employment Act 2013*.

Full-time employee means an employee whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours of 35 hours.

On Duty means the time required to be worked for the Service.

Ordinary Hourly Rate of Pay means the hourly rate equivalent of the annual rate of pay of the classification calculated using the formula set out in clause 12.3.1, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Overtime means all time worked, whether before or after the ordinary rostered hours of duty, at the direction of the Director, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.

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

Public Holiday means a day proclaimed under the *Public Holidays Act 2010* or the *Retail Trading Act 2008*, as a bank or a public holiday.

Service means the NSW State Emergency Service.

Shift Cycle Change means a change from a day shift to a night shift or a night shift to a day shift.

Shift Worker - Continuous Shifts means an employee engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Director.

4. Application

This award was negotiated between the State Emergency Service, the Industrial Relations Secretary and the Public Service Association.

5. Coverage

The provisions of this award apply to ongoing, temporary and casual employees (both full-time and part-time), as defined in the *Government Sector Employment Act 2013*, who:

- (i) are employed by the State Emergency Service; and
- (ii) are appointed to roles in the State Operations Centre classified as Communications Officer, Team Leader, and Duty Operations Officer; and work
- (iii) continuous shift work.

6. Salaries

- (a) Salaries payable to employees covered by this Award will be in accordance with the Crown Employees (Public Sector Salaries 2021) Award or any variation or replacement award.
- (b) Salary Progression will be by way of annual increment, according to the requirements in the Government Sector Employment Regulation 2014, Division 2, Section 14.

7. Rostering and Shift Arrangements

- (a) The Operations Centre operates on a 24 hours per day, 7 days per week basis over the year.
- (b) Full Time Employees will work the equivalent of 35 hours per week over a roster period.
- (c) Rosters covering a minimum of 5 weeks, and up to a maximum of 16 weeks must be published with as much notice as possible, but at a minimum, 2 (two) weeks in advance of the commencement of the roster.
- (d) Each roster must indicate the starting and finishing time of each shift.
- (e) Shifts will generally commence at:

Day Shift 06:30 - 19:00

Night Shift 18:30 - 07:00
- (f) Shifts will be a maximum of 12.5 hours and will be predominantly based on a combination of forward rotating day and night shifts, except where flexible work options are requested and approved, or where operational needs can be demonstrated to require a different attendance mix.
- (g) Shifts of a shorter length will continue in use to provide training and development to employees, as well as a means for balancing employees' hours to an average of 35 per week in the roster cycle.
- (h) The Director must make every effort to negotiate individual alternative arrangements where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities. Where requests are being considered, or where an operational need exists for alternative rostering, attempts to reach an agreement will be reasonable.
- (i) Operational needs may require alternative approaches to rostering and the parties commit to undertake consultation should different needs arise.
- (j) Nothing in this award is intended to circumvent subsection (1) of Section 22, Maximum ordinary hours of employment of the NSW *Industrial Relations Act 1996*.

8. Shift Work

- (a) Shift Loadings - For work performed during the ordinary hours of a shift, a shift worker will be paid ordinary rates, plus the following additional shift loadings depending on the commencement time of the shift:

Day - at or after 6am and before 10am	5% shift loading applies to a minimum 7 hour shift
Afternoon - at or after 10am and before 4pm	12.5%
Night - at or after 4pm and before 6am	15.0%

- (b) The loadings specified in subclause (a) of this clause will only apply where the majority of the shift occurs on a weekday, Monday to Friday.
- (c) Weekends and Public Holidays - If the major portion of a shift is worked on a Saturday, Sunday or Public Holiday, the shift worker will be deemed to have worked on a Saturday, Sunday or Public Holiday and will be paid as such.
- (d) Saturday Shifts - If the majority of a shift worker's ordinary rostered shift falls between midnight on Friday and midnight on Saturday (which is not a public holiday), the shift worker will be paid at ordinary time and one half.
- (e) Sunday Shifts - If the majority of a shift worker's ordinary rostered shift falls between midnight on Saturday and midnight on Sunday (which is not a public holiday), the shift worker will be paid at ordinary time and three quarters.
- (f) Public Holidays -
- (1) Where the majority of a shift worker's required shift falls on a Public Holiday, the shift worker will be paid at two and a half times the rate for the whole shift worked. Such payment will be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
 - (2) A shift worker rostered off duty on a Public Holiday, or who does not work the majority of a shift on a Public Holiday must elect to either be paid one day's pay for that Public Holiday, or to have 7 (seven) hours added to their annual holidays for each such day;
- (g) Annual leave - will accrue at the rate of four weeks per year for a full time staff member, that is, 140 hours plus their normal rest days.
- (h) Additional leave - will accrue for a full time staff member on the following basis:

Number of ordinary shifts worked where the majority of that shift occurs on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional day
18-24	3 additional day
25-31	4 additional day
32 or more	5 additional day

9. Maximum Hours

- (a) The maximum working hours in a day or a week (7 days) should not exceed the following, other than in emergency circumstances, or other negotiated circumstances:
- (1) Maximum of 4 consecutive shifts;
 - (2) Maximum of 3 consecutive night shifts;

- (3) Maximum 50 hours rostered per week.

10. Meal Breaks

- (a) During a 12.5 (twelve and a half) hour shift, staff members as a minimum must take at least one unpaid meal break of 30 minutes, one paid meal break of 30 minutes, plus two paid breaks totalling 30 minutes. The 30 minute unpaid meal break must be taken not later than five hours after commencing work.
- (b) Meal breaks must be given to and taken by staff members. A staff member cannot be ordered to work continuously for more than 5 hours without a meal break.

11. Breaks Between Shifts and Shift Cycle Changes

- (a) Breaks between shifts should not be less than 11.5 consecutive hours.
- (b) There should be a minimum of 2 (two) days (48 hours) off between shift cycle changes, other than in emergency or operational circumstances.
- (c) A shift worker who remains on duty after a shift due to emergency circumstances must not be given less than a 10 (ten) hour break between shifts. The shift worker should also be compensated with a longer break as soon as possible.
- (d) If a shift worker resumes or continues to work without having had ten (10) consecutive hours off duty, the shift worker will be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers, in the Crown Employees (Public Service Conditions of Employment) Award 2009, until released from duty for ten (10) consecutive hours. The shift worker will then be entitled to be off duty for at least ten (10) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (e) Time spent off duty may be calculated by determining the amount of time elapsed after:
- (1) The completion of an ordinary rostered shift; or
 - (2) The completion of authorised overtime; or
 - (3) The completion of additional travelling time, if travelling on duty, but must not include time spent travelling to and from the workplace.

12. Daylight Saving

If a shift worker performs work which spans the time of introduction or completion of a system of daylight saving (as prescribed by relevant State legislation), they will be paid according to the actual hours worked. Rostering arrangements will ensure that at least the minimum working hours are maintained.

13. Alteration to Hours of Work

- (a) Rosters once determined and made available may be altered by:
- (1) The Service by giving two week's notice of the requirement to change the arrangements of hours or the shift roster under normal circumstances; or
 - (2) By mutual agreement between the Service and the shift worker.
- (b) The Service reserves the right to change shift rosters in accordance with operational imperatives.
- (c) The Service must make every effort to negotiate individual alternative arrangements upon receipt of a significant concern about the shift worker's family, religious or community responsibilities.

14. Requirement to Work Additional Hours

- (a) The Commissioner may require a staff member to perform duty beyond the hours determined under this award, but only if it is reasonable for the staff member to be required to do so.
- (b) A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours.
- (c) In determining what is unreasonable, the following factors may be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to staff member health and safety,
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Commissioner or delegated authority regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (5) any other relevant matter

15. Exchange of Shifts

- (a) Exchange of shifts will be allowed for special reasons, provided the change does not result in excessive daily or weekly hours for any shift worker.
- (b) An exchange of shifts should not occur if it results in overtime being payable or the creation of fatigue management issues.
- (c) All employee requests for shift exchange must be submitted in writing to the most senior officer on duty.

16. Hearing and Eye Sight Testing

- (a) Employees will be required to undergo hearing and eye sight testing prior to commencing employment.
- (b) Any further tests will be conducted in accordance with medical advice or at the request of the employee or the Manager Operations.

17. Higher Duties Shift

Operations staff members who are required to provide relief in a higher level position for a minimum of two hours of a shift will be compensated in accordance with the Higher Duties Allowance. The applicable rate will be of salary for the higher position, plus any applicable allowances for the whole shift.

18. Work Health and Safety

The Service is committed to the safety and welfare of staff. It will consider Work Health and Safety issues in planning rosters and working arrangements and will comply with its WHS, fatigue management policies.

19. Representation

Shift workers are to be adequately represented on any committees with a consultative or decision making function regarding their work. If they attend relevant meetings outside shift arrangements, they will be considered at work and rosters are to be adjusted accordingly.

20. Anti-Discrimination

- (a) The parties bound by this Award seek to achieve the objective 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 carer responsibilities.
- (b) The parties are therefore obliged to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made, may make, or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (1) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (2) Offering or providing junior rates of pay to persons under 21 years of age;
 - (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*;
 - (4) 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."

21. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Agency, if required.
- (b) An employee must notify in writing their immediate manager of the substance of the grievance, dispute or difficulty, and request a meeting to discuss the matter, and if possible, the remedy sought.
- (c) It may be impracticable for an employee to advise their immediate manager of a grievance or dispute involving confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*). In such circumstances, the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- (d) The immediate manager, or other appropriate officer, should convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Commissioner.

- (f) The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved, the Commissioner will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Commissioner, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, and the Agency will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Normal work (that is, the work undertaken prior to notification of the dispute or difficulty) will continue while the procedures outlined in this clause are being followed, unless the parties agree otherwise. In circumstances relating to work health and safety, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public, if practicable

22. Conditions Fixed by Other Instruments of Employment

Conditions of employment for employees will be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, except where varied by this Award.

The provisions of this Award are to apply to part-time employees on a pro-rata basis.

23. Existing Entitlements

The provisions of this award will not affect any entitlements existing in another award which covers Service staff other than specified in clause 23 of this award.

24. Area, Incidence and Duration

- (a) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (State Emergency Service) State Operations Centre - Continuous Shift Workers Award 2017 published 6 April 2018 (382 I.G. 887), as varied.
- (b) The changes to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principles 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 December 2021.
- (c) The provisions of this award will apply to employees as described in clause 5, Coverage, of this Award.

25. No Extra Claims

The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (STATE EMERGENCY SERVICE) ZONE STAFF AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 101108 of 2021)

Before Commissioner Sloan

1 March 2022

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	General Conditions of Employment
4.	Salaries
5.	Working Hours and Flexible Leave Entitlement
6.	Operational Overtime
7.	Grievance and Dispute Settling Procedures
8.	Anti-Discrimination
9.	Area, Incidence and Duration
10.	Motor Vehicle
11.	No Extra Claims

PART B

ZONE STAFF POSITION TITLES

PART A

1. Title

1.1 This award is the Crown Employees (State Emergency Service) Zone Staff Award 2021.

2. Definitions

- 2.1 "Act" means - the *Government Sector Employment Act 2013*.
- 2.2 "Association" means - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.3 "Award" means - this Crown Employees (State Emergency Service) Zone Staff Award 2021.
- 2.4 "Commissioner" means - the Commissioner of the State Emergency Service
- 2.5 "Industrial Relations Secretary" means the Secretary of the Treasury who is the employer for industrial purposes under the provision of Part 4, *Government Sector Employment Act 2013*.
- 2.6 "Role" means - a position on an ongoing or temporary basis, both full-time and part-time, pursuant to Section 43 of the *Government Sector Employment Act 2013* but excluding casual employment.

- 2.7 "Salary Rates" means - the ordinary time rate of pay for the Zone Staff's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.
- 2.8 "SES" means - the State Emergency Service as described in the *State Emergency Service Act 1989*.
- 2.9 "SES Act" means - the *State Emergency Service Act 1989*.
- 2.10 "SES Zone" means – a service zone as defined in the *State Emergency Service Act 1989*.
- 2.11 "Zone Staff" means an officer employed by the SES to perform a Role in a SES Zone in accordance with the pattern of hours of work in subclause 4.3 in a position identified in Part B. The term Zone staff is comprised of the position titles in Part B. "Staff" has the same meaning.

3. General Conditions of Employment

- 3.1 Conditions of employment for all Staff will be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 except where varied by this Award and with the following Awards and Agreements as varied from time to time:

Crown Employees (Transferred Employees Compensation) Award

- 3.2 The provisions of this award apply to part-time workers on a pro-rata basis.

4. Salaries

- 4.1 Zone Staff will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2017) Award as varied or an award replacing it.
- 4.2 Zone Staff will be appointed in accordance with the *Government Sector Employment Act 2013*.
- 4.3 A flexible and adaptable approach to working hours will be adopted to meet peak demands, unit and volunteer demands, and the personal circumstances of the officer. Some work must be performed during evenings or on weekends. The parties agree to the following:
- 4.3.1 requirements to work will not exceed 40 days of weekend and public holiday work per annum;
- 4.3.2 requirements to work will not exceed 80 occasions of evening work;
- 4.3.3 operational needs may require variations to work requirements.
- 4.4 Zone Staff will receive an allowance of 15% of their gross annual salary. This allowance will be paid in lieu of non-operational overtime and in recognition of the pattern of work identified in subclause 4.3 and clause 5. Non-operational overtime is not anticipated.

5. Working Hours and Flexible Leave Entitlement

- 5.1 Zone Staff can accumulate flexitime credits beyond their contract hours. Flexitime entitlements will be identical to current flexible working arrangements of the Department, i.e., Zone Staff can take up to 5 flexi days per flex period and can carry up to 21 hours credit per flex period. Bandwidth or core-time is not applicable. Zone Staff who are contracted to work 35 hours per week will perform their work on any day, including weekends. Travel time will be included.
- 5.2 Zone Staff will receive credit hours of one fifth of their normal weekly hours for each public holiday day. Zone Staff members required to work on a public holiday must credit the hours worked to flexitime and take the equivalent time off at a later date.
- 5.3 Zone Staff will not be required to work more than 5 days in a row without at least 1 day off.

- 5.4 Part time Zone Staff working on projects for State Headquarters will be paid additional hours from the project sponsors budget. The number of hours will be negotiated with the project sponsor on a case by case basis.

6. Operational Overtime

- 6.1 Zone Staff members may only access overtime during operations where flexitime is suspended.
- 6.2 Zone Staff members required to work operational overtime will be paid at the normal rate of pay including the 15% loading for the first seven hours, and overtime thereafter, excluding the 15% loading and meal breaks. When flexitime is suspended rest days are deemed to be Saturdays and Sundays.
- 6.3 Part time Zone Staff required to work during operations may work full time and be paid additional hours for the period of the operation.
- 6.4 If a Zone Staff member is required to perform duty as the after hours duty officer, the following payments will be applicable:

Weekdays 2/9ths of a day's salary including loading.

Weekends 1/3rd of a day's salary including loading.

- 6.4.1 Subject to paragraph 6.4.2, the SES may require a Zone Staff member to work reasonable overtime at overtime rates.

- 6.4.2 Zone Staff may refuse to work overtime if doing so results in the officer working unreasonable hours.

- 6.4.3 For the purposes of paragraph 6.4.2 what is unreasonable or otherwise will be determined having regard to:

- 6.4.3.1 any risk to Zone Staff health and safety;
- 6.4.3.2 the Zone staff member's personal circumstances including any family and carer responsibilities;
- 6.4.3.3 the needs of the workplace or enterprise;
- 6.4.3.4 the notice of overtime (if any) given by the SES and, separately, the Zone Staff member's expression of intention to refuse the notice; and
- 6.4.3.5 any other relevant matter.

7. Grievance and Dispute Settling Procedures

- 7.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Agency, if required.
- 7.2 An employee must notify in writing their immediate manager of the substance of the grievance, dispute or difficulty, and request a meeting to discuss the matter, and, if possible, the remedy sought.
- 7.3 It may be impracticable for an employee to advise their immediate manager of a grievance or dispute involving confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*). In such circumstances, the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.

- 7.4 The immediate manager, or other appropriate officer, should 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.
- 7.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager must respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- 7.6 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- 7.7 If the matter remains unresolved, the Commissioner will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not acting, in relation to the matter.
- 7.8 An employee, at any stage, may request to be represented by the Association.
- 7.9 The employee or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.10 The employee, Association, and the Agency will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 7.11 Normal work (that is, the work undertaken prior to notification of the dispute or difficulty) will continue while the procedures outlined in subclauses 7.1 to 7.10 of this clause are complied with, unless the parties agree otherwise. In circumstances relating to work health and safety, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public, if practicable.

8. Anti-Discrimination

- 8.1 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 carer responsibilities.
- 8.2 The parties are obliged to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory. 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.
- 8.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made, may make, or has been involved in a complaint of unlawful discrimination or harassment.
- 8.4 Nothing in this clause is to be taken to affect:
 - any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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.

9. Motor Vehicle

Zone Staff will have access to an Agency motor vehicle and standing approval for limited personal use that does not preclude availability for operational response in accordance with relevant NSW Government and SES Policy.

10. Area, Incidence and Duration

- 10.1 This Award will apply to Zone Staff as defined under clause 2.11 of this Award.
- 10.2 This Award is made under Section 10 of the *Industrial Relations Act 1996* (NSW) and rescinds and replaces the Crown Employees (State Emergency Service) Region Staff Award 2018. The new award will take effect on and from 1 March 2022 and is not intended to vary coverage for employees to whom the Crown Employees (State Emergency Service) Region Staff Award had applied.
- 10.3 This Award will remain in force for one year.

11. No Extra Claims

The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

PART B

ZONE STAFF POSITION TITLES

- Administrative Support Officer Metro
- Administrative Support Officer Northern
- Administrative Support Officer Southern
- Administrative Support Officer South Eastern
- Administrative Support Officer Western
- Asset & Facilities Support Officer (Facilities Advisory)
- Capability and Resources Planning Officer
- Coordinator Exercise Planning and Design
- Deputy Zone Commander Metro
- Deputy Zone Commander Northern
- Deputy Zone Commander South Eastern
- Deputy Zone Commander Southern
- Deputy Zone Commander South Eastern
- Deputy Zone Commander Western
- Financial Services Officer Metro
- Financial Services Officer Northern
- Financial Services Officer Southern
- Financial Services Officer South Eastern
- Financial Services Officer Western
- IT Communications Support Officer (Northern)
- IT Communications Support Officer (Western)
- Manager Business Service Support Metro
- Manager Business Service Support Northern
- Manager Business Service Support South Eastern
- Manager Business Service Support Southern
- Manager Business Service Support Western
- Operations Readiness Officer Metro

- Operations Readiness Officer Northern
- Operations Readiness Officer Southern
- Operations Readiness Officer South Eastern
- Operations Readiness Officer Western
- Training & Exercise Implementation Officer
- Unified Communications Support Officer (Network Admin)
- Volunteer Strategy Officer
- Zone Commander Metro
- Zone Commander Northern
- Zone Commander South Eastern
- Zone Commander Southern
- Zone Commander Western
- Zone Community Capability Officer
- Zone Training Advisor
- Zone Training and Delivery Officer
- Zone Volunteer Comms & Engagement Officer
- Zone Volunteer Engagement Officer

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY AND ENVIRONMENT) ABORIGINAL HOUSING AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 164562 of 2021)

Before Commissioner Sloan

3 November 2021

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Statement of Intent
4.	Work Environment
5.	Anti-Discrimination
6.	Grievance and Dispute Resolution Procedures
7.	Classifications and Salary Structures
8.	Working Hours
9.	Leave
10.	Deduction of Association Membership Fees
11.	Review Clause
12.	Area, Incidence and Duration

1. Title

This award will be known as the Crown Employees (Department of Planning, Industry and Environment) Aboriginal Housing Award 2016.

2. Definitions

“Industrial Relations Secretary” means the Secretary of the Department of Premier and Cabinet who is the person, within the meaning of the *Government Sector Employment Act* 2013, taken to be the employer of Public Service employees for industrial purposes.

“Department Head” means in the case of this Award, the Secretary of the Department of Planning, Industry and Environment.

"Chief Executive" means the Chief Executive of the Aboriginal Housing Office.

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

"Employees" means all those persons who are permanently or temporarily employed under the *Government Sector Employment Act* 2013 and who are employed in a classification under this award, except officers employed in the Senior Executive Service.

3. Statement of Intent

- 3.1 This award aims to provide appropriate, flexible workplace conditions within the Aboriginal Housing Office (AHO) to ensure that the AHO can:

operate in accord with the provisions of the *Aboriginal Housing Act 1998*;

provide its services efficiently and effectively to meet the diverse interests and needs of its clients and stakeholders; and

ensure that the professionalism, dedication and commitment of management and employees are recognised and valued.

In addition, this award is intended to facilitate and support the employment of Aboriginal people within the AHO.

- 3.2 This Award should be read in conjunction with the Memorandum of Understanding between the AHO and the Association dated February 2000.

- 3.3 The Parties to this Award are:

The Industrial Relations Secretary, Secretary of the Department of Planning, Industry and Environment and Chief Executive of the Aboriginal Housing Office, and

The Association on behalf of the employees of the Aboriginal Housing Office.

4. Work Environment

- 4.1 The AHO will meet its responsibilities with respect to the occupational health and safety of AHO employees in accordance with the *Work Health and Safety Act 2011* and its associated regulations.

- 4.2 The AHO is committed to equality of opportunity in employment and will seek to ensure that this commitment is reflected in all its operations, within the framework of its policy of seeking to maximise the sustainable employment of Aboriginal people both within the AHO and within the Aboriginal housing sector.

- 4.3 The AHO will require management and employees to meet their responsibilities under the *Anti-Discrimination Act 1977* to ensure that the AHO is a workplace free from harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* 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.

- 5.2 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 that, by its terms or operation, has a direct or indirect discriminatory effect.

- 5.3 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.

- 5.4 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.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 5.6
- (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."

6. Grievance and Dispute Resolution Procedures

- 6.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 6.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 6.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 6.4 The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 6.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager must respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 6.6 The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- 6.7 If the matter remains unresolved, the Department Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 6.8 An employee, at any stage, may request to be represented by the Association.

- 6.9 The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 6.10 The employee, Association, department and Industrial Relations Secretary must agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 6.11 Whilst the procedures outlined in subclauses 6.1 to 6.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work must proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

At any stage of this process either party may request that the situation be referred to an independent mediator. Aboriginal employees have the right to have the matter referred to an Aboriginal mediator if they request this.

7. Classifications and Salary Structures

- 7.1 All AHO employees will be paid in accordance with the salary structures set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and/or the Crown Employees (Public Sector - Salaries 2021) Award or their successors.
- 7.2 AHO trainees will be paid at the levels of salary established by the Clerks General Scale set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or its successors, with previous years of paid employment determining the salary up to a maximum of ten years.
- 7.3 At the time of making this award, all employees are classified as Clerks. However, individual positions (and hence the employees occupying those positions) will have a title which reflects the role and functions of the position and which is meaningful to AHO clients and stakeholders.
- 7.4 Incremental progression for all employees will be subject to a satisfactory performance report recommending progression.

8. Working Hours

- 8.1 Normal business hours of the AHO will be 8.45 am to 5.00 pm.
- 8.2 Normal contract hours for employees are 35 hours per week, Monday to Friday.
- 8.3 The following provisions must be read and applied in conjunction with clause 11, Working Hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 8.3.1 A standard working day is 9.00 am to 5.00 pm Monday to Friday
- 8.3.2 The bandwidth is from 7.30 am to 6.00 pm. Bandwidth hours may be varied to meet the needs of the AHO or the personal needs of the employee by agreement between an employee and their manager, subject to paragraph 8.3.5 and provided that changing the bandwidth does not incur additional payments for overtime or meal allowance.
- 8.3.3 Coretime is between 9.30 am and 3.30 pm. Coretime is the period during the day when all employees are required to be on duty, unless on authorised leave. The lunch break is not part of coretime.

Coretime may be varied by agreement between an employee and their manager, subject to paragraph 8.3.5. Where the bandwidth is substantially varied in accordance with paragraph 8.3.2, coretime should likewise be varied.

8.3.4 The lunch break may be taken within the period between 11.30 am and 2.30 pm.

The minimum lunch period is 30 minutes, and the normal lunch period is one hour.

An employee may, with the approval of their manager, extend the lunch period up to 2½ hours, provided that this longer lunch break does not prevent the proper functioning of their section.

8.3.5 A flexible and adaptable approach to working hours will be adopted to meet peak work demands, service delivery requirements, and the personal circumstances of AHO employees.

Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the AHO will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.

Flexible working hours arrangements are subject to organisational requirements. An employee's attendance outside the hours of a standard work day, but within the bandwidth must be subject to the availability of work.

9. Leave

9.1 Support will be provided to Aboriginal employees with respect to their extended family, cultural and ceremonial obligations and their involvement in their communities through the approval of flex and other appropriate leave.

9.2 Leave will be authorised and supported in accordance with clauses 67 to 84A of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its replacement.

9.3 Flex leave entitlements will be extended to accommodate and recognise additional hours which may be required to be worked to meet the needs of the AHO, and to provide greater flexibility to meet the personal needs of individual employees.

9.4 Flexible working hours as defined in clause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 are varied as follows:

A maximum of 18 flex days may be taken in a year. The year will commence with the first flex period in July each year and conclude at the end of the last flex period commencing in June each year.

Up to 2 flex days may be taken in any flex period, subject to paragraph 8.3.5 and the approval of the manager.

Flexitime credits in excess of 10 hours at the end of each flex period may be saved up to a limit of 42 hours (6 days) being held at any one time.

On one occasion in a year between 1 and 5 consecutive days may be taken in addition to the 2 day/s available in the flex period, subject to paragraph 8.3.5 and the approval of the manager.

Approval is required prior to granting any flex leave. Five working days' notice is required when 2 or more flex days are requested. This requirement may be waived for exceptional circumstances.

10. Deduction of Association Membership Fees

10.1 The Association must provide the AHO with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the union's rules.

10.2 The Association will advise the AHO 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 must be provided to the AHO at least one month in advance of the variation taking effect.

- 10.3 Subject to subclauses 11.1 and 11.2 of this clause, the AHO must deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the union's rules, provided that the employee has authorised the AHO to make such deductions.
- 10.4 Monies so deducted from the employee's pay must be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- 10.5 Unless other arrangements are agreed to by the AHO and the Association, all union membership fees will be deducted on a fortnightly basis.
- 10.6 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 will be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

11. Review Clause

Should there be any variation to the Crown Employees (Public Sector - Salaries 2021) Award, or an Award replacing it, during the term of this Award, by way of salary increase, or other benefit to the public service, this award must be varied to give effect to any such salary increase, or other benefit from the operative date of the variation of the former award, or replacement award.

Employees are entitled to the conditions of employment provided by this Award and by the *Government Sector Employment Act* 2013 and its Regulation and Rules. The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement award, also apply to employees covered by this Award, except where specifically varied by this Award.

12. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Department of Planning, Industry and Environment) Aboriginal Housing Award 2016 published 22 May 2020 (388 I.G. 610), 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 3 November 2021.

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

D. SLOAN, *Commissioner*

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**MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 201021 of 2021)

Before Commissioner Sloan

4 April 2022

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Miscellaneous Workers Home Care Industry (State) Award published 21 February 2020 (386 I.G. 552) as varied, be rescinded on and from 4 April 2022.

D. SLOAN, *Commissioner*

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