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**CROWN EMPLOYEES (CORRECTIONAL OFFICERS, CORRECTIVE SERVICES NSW) AWARD 2007 FOR KEMPSEY, DILLWYNIA, WELLINGTON AND JOHN MORONY CORRECTIONAL CENTRES**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Corrective Services.

(Case No. 276719 of 2017)

Before Commissioner Newall

3 November 2017

**AWARD**

**PART A**

**1. Arrangement**

Clause No.      Subject Matter

**PART A**

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### 2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

### 3. Definitions

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

"Act" means the *Government Sector Employment Act 2013*, or any replacement Act.

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

"Award" means this Award.

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

"Day Worker" means an officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 6.00 pm.

"Corrective Services NSW CSNSW" means a division within the Department of Justice.

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

"Officer" means and includes all adult persons (as defined by the Act), permanently or temporarily, who on the date of commencement of this Award were occupying one of the roles covered by this Award or who, after such date, are appointed to one of such roles .

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

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

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

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

"Shift Worker - Non-continuous Shifts" means an officer who is not a day worker or a shift worker - continuous shifts.

### 4. Conditions Fixed By Other Instruments of Employment

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

Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Transferred Employees Compensation) Award

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

## **5. Principles of Understanding**

- 5.1 The parties acknowledge that this Award has been entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices. In meeting this commitment, the Award provides the terms and conditions of custodial and industrial officers working in roles at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres which are aimed at increasing productivity and flexibility in the conduct of these Centres' operations.
- 5.2 The parties are committed to implement changes to rostering practices and procedures through the promulgation of a 12-week roster comprising three roster cycles and with the preparation of rosters to be undertaken from a centralised location under the control of the Division Head or delegate.
- 5.3 The parties agree that there will be an amicable settlement of disputes through the establishment of effective consultative mechanisms and a joint commitment to closely adhere to the grievance and dispute settlement procedures contained in this Award.

## **6. Hours of Work**

- 6.1 The ordinary hours of employment for day workers shall be an average of 38 per week in each roster cycle to be worked Monday to Friday inclusive, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.2 The ordinary hours of employment for shift workers shall be an average of 38 hours per week in each roster cycle, provided that, by agreement between the parties, ordinary hours up to a maximum of 12 hours per day may be rostered without the payment of additional hours as prescribed in clause 10 of this Award. Meal allowances are not applicable.
- 6.3 Time taken in partaking of meals shall not count as working time, unless such meal is taken as a crib break.
- 6.4 A crib break is an entitlement to a paid break of 20 minutes to be taken between the third and fifth hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location, but away from inmates) with officers being available to respond to any situation should they be required during this break.
- 6.5 If a crib break referred to in subclause 6.4 is not able to be taken, a Crib Break Penalty may be applicable as set out in clause 12, Meals of this Award.

## **7. Shift Work**

- 7.1 For the purpose of this clause:

Early morning shift means any shift commencing before 6.00 am.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.

- 7.2 Officers up to and including the ranks of Senior Correctional Officer and Senior Overseer classified as shift workers shall be paid the following allowances other than at weekends or on public holidays:

|                     | Percentage |
|---------------------|------------|
| Early morning shift | 10%        |
| Afternoon           | 15%        |
| Night Shift         | 17 ½ %     |

- 7.3 In the event that an officer is rostered on for duty during the Daylight Savings changeover, the officer will receive payment for a standard shift only, i.e. eight hours plus shift allowance if entitled; irrespective of whether the hours worked are seven or nine. An officer working additional hours during the Daylight Savings changeover, will receive payment if entitled under clause 10, based on the actual hours worked i.e. either 7 or 9 hours depending on whether it is the start or finish of daylight saving.

- 7.4 Officers up to and including the ranks of Senior Correctional Officer or Senior Overseer engaged as continuous shift workers under the Award and who are regularly required to perform rostered duty on Saturdays, Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:

7.4.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

7.4.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.

7.4.3 When rostered off on a public holiday - no additional compensation or payment.

7.4.4 When rostered on a public holiday and work performed - additional payment at the rate of half time extra.

7.4.5 Additional payment on the following basis:

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

7.4.6 Officers above the ranks of Senior Correctional Officer or Senior Overseer engaged as a shift worker receive an annualised salary and therefore are only entitled to the additional payment in subclause 7.4.5.

- 7.5 The additional payment shall be made after 1 December in each year for the preceding 12 months, provided that:

7.5.1 Where the employment of an officer is terminated, or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under this paragraph from the preceding 1 December until the date of termination, resignation or retirement.

7.5.2 Payment shall be made at the rate applying as at 1 December each year, or at the date of termination, resignation or retirement.

## **8. Rostered Day Off**

- 8.1 This clause does not apply to officers above the rank of Senior Correctional Officer or Senior Overseer.
- 8.2 The hours of work prescribed in subclauses 6.1 and 6.2 above shall be worked on the basis of a rostered day off in each 20 working days of a 28 day roster cycle. Each full-time officer shall accrue 0.4 of an hour each eight-hour day towards having the 20th day off with pay.
- 8.3 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off.
- 8.4 Once set, the rostered day off may not be changed in a current roster cycle unless there are agreed unforeseen circumstances prevailing or for other agreed purposes. Where such circumstances exist and the rostered day off is changed, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day off must be given and taken in the roster cycle immediately following.
- 8.5 The maximum number of rostered days off prescribed in subclause 8.2 above shall be 12 days per annum. There shall be no accrual of a rostered day off during the first four weeks of recreation leave.
- 8.6 All other paid leave shall contribute towards the accrual of rostered days off except where paid workers' compensation and extended leave is current throughout the roster cycle. Where an officer's rostered day off duty falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.7 An officer may elect to receive payment in lieu of all rostered days off on an annual basis or may elect to have a rostered day off each roster cycle as prescribed in this Award.
- 8.8 Annual payment in lieu of all rostered days off shall be made on the first pay day commencing on or after 1 December each year. Pro rata payments can only be made for the year an officer commences duty at Kempsey, Dillwynia, Wellington or John Morony Correctional Centres.
- 8.9 Officers shall make their election in writing at the commencement of each annual period. If no election is made for whatever reason, the default entitlement that will be applied is for the officer to take a rostered day off each roster cycle.
- 8.10 Payment shall be made at the rate of salary applying as at 1 December each year; or for pro rata payments, at the rate of salary as at the date an officer commences duty at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.

## **9. Shift Handover**

- 9.1 The salaries paid to officers covered under this Award and the application of a 38-hour week recognise that additional time may be involved for an officer at the time of shift handover in:
- (a) briefing incoming officers;
  - (b) incoming officers parading prior to relieving security posts, etc.;
  - (c) undertaking a weapons safety check in the presence of the incoming and outgoing officer.
- 9.2 No additional payment shall be paid for this work.

## **10. Single Rate for Additional Hours**

- 10.1 Officers who work additional hours beyond a standard 8 or 12-hour shift, or in excess of 152 hours per roster cycle shall be paid at a single rate of \$51.88 per hour for all additional time worked.

- 10.2 No payment or other compensation for additional hours shall be paid to officers above the rank of Senior Correctional Officer or Senior Overseer, except in cases of emergency.
- 10.3 For the purposes of this Award, emergencies are classed as situations such as riot, fire or hostage.
- 10.4 The rate prescribed in sub-clause 10.1 of this award shall be subject to any variation made in accordance with clause 28, Savings of Rights of this award.

## **11. Ranking Structure**

### 11.1 Custodial Officers:

General Manager

Manager Security

Principal Correctional Officer

Chief Correctional Officer

Senior Correctional Officer

Correctional Officer 1st Class Year 2

Correctional Officer 1st Class Year 1

Correctional Officer Year 2

Correctional Officer Year 1

Correctional Officer Probationary

Correctional Officer (Training)

### 11.2 Industrial Officers:

Principal Industry Officer Level 1

Principal Industry Officer Level 2

Chief Industry Officer

Senior Overseer

Overseer

## **12. Allowances**

### 12.1 Hosiery

An allowance is payable to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Schedule 2 - Other Allowances, of Part B.

### 12.2 Meals

12.2.1 Members of staff are not entitled to meal monies except when working additional hours, where payment shall be made in accordance with clause 94, Overtime Meal Allowance of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.



12.2.2 Payment of an allowance at the rate equivalent to the dinner rate provided in clause 94, Overtime Meal Allowance of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement shall be made to members of staff working double shifts.

12.2.3 A Member of Staff performing Authorised External Escorts who is unable to take a twenty (20) minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift will be paid an allowance - called a Crib Break Penalty.

12.2.3.1 For "A" watch an amount equivalent to the rate for lunch money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.3.2 For "C" watch an amount equivalent to the rate for dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.3.3 For "B" watch an amount equivalent to the rate for breakfast money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.

12.2.4 For the purpose of this clause:

"Authorised External Escort" includes but is not limited to medical/hospital escorts, funeral escorts, officer escorts and Court Escort & Security Unit (CESU) officer. It does not include escorting and/or supervising inmates or offenders on Mobile Outreach Programs, Community Partnership Programs or in the community setting.

"Member of Staff" means an officer, a temporary employee or a casual employee as defined in the *Government Sector Employment Act 2013*.

12.2.5 The Crib Break Penalty set out in subclause 12.2.3 above is in lieu of overtime.

### **13. Recreation Leave**

13.1 Officers are entitled to Recreation Leave as follows:

- (a) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award or any replacement, that is, four weeks' paid leave for each completed year of service.
- (b) Officers engaged as shift workers who are regularly required to perform rostered duty on Sundays and Public Holidays shall be entitled to six weeks' recreation leave inclusive of public holidays and further compensation in accordance with the provisions of subclause 7.4 of this Award.
- (c) At least two consecutive weeks of recreation leave shall be taken by officers every 12 months, except by written agreement with the Division Head or delegate in special circumstances.
- (d) Shift workers may elect to receive payment in lieu for 10 days of their yearly recreation leave entitlement. The additional payment shall be made on the commencement of the mandatory two consecutive weeks' recreation leave referred to in paragraph (c) above.
- (e) Permanent Part-time Officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full-time officers' hours they work.

#### **14. Annual Leave Loading**

- 14.1 The Annual Leave Loading payable to all officers up to and including the rank of Senior Correctional Officer or Senior Overseer, employed as shift workers shall be 20% in lieu of all other entitlements under this heading.
- 14.2 Annual Leave Loading payable to day workers shall be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

#### **15. Allowance for Temporary Assignments**

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher role from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role be paid an allowance at the difference between the officer's present remuneration, and the salary and allowance, where applicable, prescribed for the higher role
- 15.2 This higher duties allowance shall be paid on a daily basis.

#### **16. Performance Management**

- 16.1 CSNSW's Performance Management System shall be used as a process of identifying, evaluating and developing the work performance of all officers. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- 16.2 Officers occupying roles of General Manager, Manager Security, Principal Correctional Officer, Chief Correctional Officer, Principal Industry Officer and Chief Industry Officer shall enter into a performance agreement with CSNSW.

#### **17. Permanent Part-Time**

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

#### **18. Professional Conduct**

##### 18.1 Corporate Plan

Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.

- 18.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability. All officers will be professional in their conduct with the public, other staff and inmates.

##### 18.3 Dress Policy

Officers shall comply with the requirements of the CSNSW Dress Policy and associated orders as published in the CSNSW Dress Manual; will ensure their dress and grooming is of the highest standard; and will wear and display CSNSW name tags on a voluntary basis except in areas where there is contact with the public, such as Visits, Gates and Reception Areas.

- 18.4 Officers are expected to have a thorough knowledge of and practise Case Management Principles, as defined by CSNSW's policy and procedures, and shall diligently perform the duties required to implement them. All officers will participate in Case Management.

## 19. Equality of Employment and Elimination of Discrimination

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

### 20. Harassment-Free Workplace

20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.

Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

20.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age will not be condoned by CSNSW or the Association.

20.3 Supervising Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

20.4 All officers are required to refrain from perpetuating, or being party to, any form of harassment.

### 21. Anti-Discrimination

21.1 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.

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

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

21.4 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.

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

Notes:

- (a) CSNSW and its officers may also be subject to Commonwealth anti-discrimination legislation.

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

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

## **22. Work Health and Safety**

- 22.1 At all times management and officers will comply with the *Work Health and Safety Act 2011*.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- (a) Implementation of appropriate health and safety procedures.
  - (b) Appropriate management and risk assessment practices.
  - (c) The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
  - (d) Management and employee participation on Health and Safety Committees.

## **23. Flexible Working and Operational Arrangements**

- 23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part-year employment and variable leave employment as contained in the Flexible Work Practices guidelines.
- 23.2 Consultative Committee
- The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of the correctional centres. A consultative committee shall be established in each correctional centre consisting of management and Association representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award, and thereafter.
- 23.3 Local Management Board
- A Local Management Board shall be established at each correctional centre to provide advice regarding the operation and routines of the correctional centre. Elected representatives of the Prison Officers Vocational Branch of the Association shall be allocated two positions on this Local Management Board.
- 23.4 Directed Duties
- The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 23.5 The General Manager or supervising officer may direct an officer to carry out such duties and use tools and equipment as may be required, provided that the officer has been properly trained in those duties and in the use of the tools and equipment.
- 23.6 Any direction made pursuant to this clause shall be consistent with the correctional centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

## **24. Deduction of Association Membership and Legal Fees**

- 24.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.
- 24.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to CSNSW at least 28 days in advance of the variation taking effect.
- 24.3 Subject to the above clauses, CSNSW shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.
- 24.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees shall be deducted by CSNSW on a fortnightly basis.

## **25. Grievance and Dispute Resolution Procedures**

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.
- 25.2 A grievance may be defined as:

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

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

- 25.3 A dispute may be defined as:

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

- 25.4 The parties to this Award are committed to following the steps set out below and will continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.
- 25.5 Where a matter does not fall within the definition of a grievance, it shall be regarded as a dispute and shall be dealt with in accordance with the following procedures:

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

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

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

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

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

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

Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

#### 25.6 Continuance of Work

While the parties are attempting to resolve the matter, the parties shall continue to work in accordance with this Award and their contract of employment unless the officer has a reasonable concern about an imminent risk to his or her safety. Subject to the *Work Health and Safety Act* 2011, even if the officer has a reasonable concern about an imminent risk to his or her health or safety, the officer must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the officer to perform.

### 26. No Further Claims

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

### 27. General

Nothing in this Award shall be construed as restricting the Division Head or delegate to alter the duties of any roles or to abolish any roles covered by this Award in consultation with the Association.

### 28. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector - Salaries 2015) Award, or an award replacing it, during the term of this Award, by way of salary increase, this Award shall be varied to give effect to any such increase.

### 29. Transitional Arrangements for John Morony Correctional Centre

29.1 Corrective Services NSW successfully tendered to manage and operate John Morony Correctional Centre. The management agreement provides for a transition period commencing on 28 August 2017, with operational handover on 27 November 2017.

29.2 The provisions of this award will take effect for all custodial employees at John Morony Correctional Centre as described in clause 11, Ranking Structure on and from 27 November 2017.

### 30. Area, Incidence and Duration

- 30.1 This Award shall apply to all officers as defined in clause 11, Ranking Structure, of this Award at Kempsey, Dillwynia, Wellington and John Morony Correctional Centres.
- 30.2 This award rescinds and replaces the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres published 19 February 2016 (379 I.G. 2).
- 30.3 29.2 This Award shall take effect on and from 3 November 2017 until varied or rescinded.

## PART B

### SCHEDULE 1

#### Salaries and Incidental Allowances

#### 1. Annualised Salary Package

| Title                          | Salary<br>\$ |
|--------------------------------|--------------|
| General Manager                | 179,800      |
| Manager Security               | 151,686      |
| Principal Correctional Officer | 117,200      |
| Chief Correctional Officer     | 109,704      |

- 1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 1.2 Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 1.3 Officers working under this arrangement shall work 20 days in each 28-day roster cycles for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

#### 2. Custodial Officers

| Title                                 | Salary<br>\$ | Incidental Allowance<br>\$ |
|---------------------------------------|--------------|----------------------------|
| Senior Correctional Officer           | 73,195       | 4785.00                    |
| Correctional Officer 1st Class Year 2 | 69,025       | 2871.00                    |
| Correctional Officer 1st Class Year 1 | 63,801       | 2871.00                    |
| Correctional Officer Year 2           | 60,411       | 1921.00                    |
| Correctional Officer Year 1           | 59,302       | 1437.00                    |
| Correctional Officer Probationary     | 58,239       | 957.00                     |
| Correctional Officer (Training)       | 58,239       | (no allowance)             |

#### 3. Industrial Officers

##### 3.1

| Title                              | Annualised Salary<br>\$ |
|------------------------------------|-------------------------|
| Principal Industry Officer Level 1 | 122,215                 |
| Principal Industry Officer Level 2 | 116,314                 |
| Chief Industry Officer             | 110,788                 |

- 3.1.1 The above salaries are annualised and include compensation for overtime, penalty rates, incidental allowances, shift allowances and 10 Rostered Days Off per annum.
- 3.1.2 Industrial Officers on an annualised salary package shall be entitled to take the equivalent of a rostered day off in each of the consecutive roster cycles falling in December and January of each year.
- 3.1.3 Officers working under this arrangement will work 20 days in each 28-day roster cycle for 10 roster cycles; and 19 days in two 28-day roster cycles for two roster cycles only. For the 13th roster cycle, the provisions of subclause 8.5 of this Award shall apply.

3.2

| Title           | Salary<br>\$ | Incidental Allowance<br>\$ |
|-----------------|--------------|----------------------------|
| Senior Overseer | 81,404       | 4785.00                    |
| Overseer        | 73,195       | 2871.00                    |

**SCHEDULE 2**

**Other Allowances**

1.1

|         |                    |                |
|---------|--------------------|----------------|
| Hosiery | \$240.00 per annum | Subclause 12.1 |
|---------|--------------------|----------------|

**ATTACHMENT A**

**KEMPSEY STAFFING PROFILE**

| POST | RANK             | DAYS PER WEEK | 209/365 | POSITIONS |
|------|------------------|---------------|---------|-----------|
| 1    | GENERAL MANAGER  | 5 DAYS        | 1.244   | 1         |
| 1    | MANAGER SECURITY | 5 /7 DAYS     | 1.244   | 1         |
| 2    | PRINCIPAL        | 7 DAYS        | 3.492   | 3         |
| 4    | CHIEF            | 7 DAYS        | 6.984   | 7         |
|      |                  | TOTAL         | 12.916  |           |
| 14   | SCO'S            | 7 DAYS        | 24.444  | 25        |
| 1    | SCO              | 5 DAYS        | 1.196   | 1         |
| 7    | SCO'S            | 2 + PH        | 3.815   | 4         |
|      |                  | TOTAL         | 29.455  |           |
| 37   | CO'S             | 7 DAYS        | 64.602  | 65        |
| 2    | CO'S             | 5 DAYS        | 2.392   | 2         |
| 9    | CO'S             | 2 + PH        | 4.905   | 5         |
|      |                  | TOTAL         | 71.899  |           |

114.318

Total Custodial Staff Required = 114

|   |                      |     |       |
|---|----------------------|-----|-------|
| 1 | GENERAL MANAGER      | 5/7 | 1.244 |
| 1 | MANAGER SECURITY     | 5/7 | 1.244 |
| 1 | PRINCIPAL SECT 1     | 7   | 1.746 |
| 1 | PRINCIPAL SECT 2 & 3 | 7   | 1.746 |
| 1 | CHIEF SECTOR 1A      | 7   | 1.746 |
| 1 | CHIEF SECTOR 1B      | 7   | 1.746 |
| 1 | CHIEF D WATCH        | 7   | 1.746 |
| 1 | CHIEF (INTEL)        | 7   | 1.746 |



|   |                         |        |        |
|---|-------------------------|--------|--------|
| 1 | SCO MAIN GATE           | 7      | 1.746  |
| 1 | SUP SECTOR 3            | 7      | 1.746  |
| 1 | SUP F POD               | 7      | 1.746  |
| 1 | SUP IAT                 | 7      | 1.746  |
| 1 | SUP D POD               | 7      | 1.746  |
| 2 | SUP INTAKE              | 7      | 3.492  |
| 1 | SUP SECTOR 2            | 7      | 1.746  |
| 1 | SUP G POD               | 7      | 1.746  |
| 1 | SUP/INMATE REC 1        | 7      | 1.746  |
| 1 | SUP C WATCH             | 7      | 1.746  |
| 1 | SUP B WATCH             | 7      | 1.746  |
| 1 | SCO CASE MANAGER        | 7      | 1.746  |
| 1 | SCO MONITOR ROOM        | 7      | 1.746  |
| 1 | SUP VBL/FT              | 5      | 1.196  |
| 4 | SUP PODS                | 2 + PH | 2.180  |
| 3 | SCO VISITS              | 2 + PH | 1.635  |
|   |                         |        |        |
| 1 | CO MAIN GATE            | 7      | 1.746  |
| 1 | CO MONITOR ROOM         | 7      | 1.746  |
| 2 | CO G UNIT               | 7      | 3.492  |
| 1 | CO F POD SUPPORT        | 7      | 1.746  |
| 1 | CO INDUSTRIES CONTROL   | 7      | 1.746  |
| 1 | CO CONTROL COORD        | 7      | 1.746  |
| 2 | CO IAT                  | 7      | 3.492  |
| 2 | CO CLINIC/DETOX         | 7      | 3.492  |
| 1 | CO D POD SUPPORT        | 7      | 1.746  |
| 2 | CO ROVER                | 7      | 3.492  |
| 2 | CO D WATCH SECTOR 2     | 7      | 3.492  |
| 2 | CO D WATCH SECTOR 3     | 7      | 3.492  |
| 1 | J BLOCK ESCORT          | 7      | 1.746  |
| 1 | CO SECTOR 2 SUPPORT     | 7      | 1.746  |
| 1 | CO VBL/FORENSIC TESTING | 5      | 1.196  |
| 2 | CO INTAKE SUPPORT       | 7      | 3.492  |
| 2 | CO SECTOR 3 SUPPORT     | 7      | 3.492  |
| 1 | CO INMATE RECEPTION     | 7      | 1.746  |
| 1 | CO INDUSTRIES CONTROL   | 5      | 1.196  |
| 6 | CO C WATCH              | 7      | 10.476 |
| 6 | CO B WATCH              | 7      | 10.476 |
| 5 | CO VISITS               | 2 + PH | 2.725  |
| 4 | CO UNITS                | 2 + PH | 2.180  |

## ATTACHMENT B

### DILLWYNIA STAFFING PROFILE

| POST | RANK             | DAYS PER WEEK | 209/365 | POSITIONS |
|------|------------------|---------------|---------|-----------|
| 1    | GENERAL MANAGER  | 5 DAYS        | 1.244   | 1         |
| 1    | MANAGER SECURITY | 5 /7 DAYS     | 1.244   | 1         |
| 1    | PRINCIPAL        | 7 DAYS        | 1.746   | 2         |
| 2    | CHIEF            | 7 DAYS        | 3.492   | 4         |
| 1    | CHIEF            | 5/7 DAYS      | 1.244   | 1         |
|      |                  | TOTAL         | 8.970   |           |
| 14   | SCO's            | 7 DAYS        | 26.19   | 26        |
| 1    | SCO              | 5 DAYS        | 1.196   | 1         |
| 2    | SCO's            | 2 + PH        | 1.09    | 1         |
|      |                  | TOTAL         | 28.476  |           |

|    |      |        |        |    |
|----|------|--------|--------|----|
| 28 | CO's | 7 DAYS | 43.65  | 44 |
| 5  | CO's | 5 DAYS | 5.98   | 6  |
| 7  | CO's | 2 + PH | 3.815  | 4  |
|    |      | TOTAL  | 53.445 |    |

90.891

Total Custodial Staff Required = 91

|   |                             |  |        |       |
|---|-----------------------------|--|--------|-------|
| 1 | GENERAL MANAGER             |  | 5      | 1.196 |
| 1 | MANAGER SECURITY            |  | 5/7    | 1.244 |
| 1 | PRINCIPAL                   |  | 7      | 1.746 |
| 2 | CHIEF                       |  | 7      | 3.492 |
| 1 | CHIEF (INTEL)               |  | 5/7    | 1.244 |
|   |                             |  |        |       |
| 1 | SUP MAIN GATE               |  | 7      | 1.746 |
| 1 | SUP ACTIVITIES              |  | 7      | 1.746 |
| 1 | SUP RECEPTION               |  | 7      | 1.746 |
| 1 | SUP CENTRE PATROL           |  | 7      | 1.746 |
| 1 | SUP ILU                     |  | 7      | 1.746 |
| 1 | SUP RIT COORD               |  | 7      | 1.746 |
| 1 | SUP C WATCH N/SENIOR        |  | 7      | 1.746 |
| 1 | SUP B WATCH N/SENIOR        |  | 7      | 1.746 |
| 1 | SUP BIU                     |  | 7      | 1.746 |
| 1 | SUP ILU C WATCH             |  | 7      | 1.746 |
| 1 | SUP VBL                     |  | 5      | 1.196 |
| 1 | SUP GATE C WATCH            |  | 7      | 1.746 |
| 1 | SUP CONTROL ROOM            |  | 7      | 1.746 |
| 1 | SUP HIGH NEEDS              |  | 7      | 1.746 |
| 1 | SUP MED NEEDS D             |  | 7      | 1.746 |
| 2 | SUP VISITS                  |  | 2 + PH | 1.09  |
|   |                             |  |        |       |
| 1 | CO MAIN GATE                |  | 7      | 1.746 |
| 3 | CO PATROL                   |  | 7      | 5.238 |
| 2 | CO HIGH NEEDS               |  | 7      | 3.492 |
| 2 | CO BIU                      |  | 7      | 3.492 |
| 1 | CO HEALTH UNIT              |  | 7      | 1.746 |
| 2 | CO THERAPEUTIC UNIT         |  | 7      | 3.492 |
| 1 | CO CONTROL ROOM             |  | 7      | 1.746 |
| 3 | CO B WATCH                  |  | 7      | 5.238 |
| 1 | CO B WATCH CONTROL ROOM     |  | 7      | 1.746 |
| 1 | CO B WATCH ILU              |  | 7      | 1.746 |
| 1 | CO B WATCH GATE             |  | 7      | 1.746 |
| 3 | CO C WATCH                  |  | 7      | 5.238 |
| 1 | CO C WATCH CONTROL ROOM     |  | 7      | 1.746 |
| 1 | CO C WATCH GATE/CONTROL     |  | 7      | 1.746 |
| 1 | CO D WATCH LOW NEEDS        |  | 7      | 1.746 |
| 1 | CO D WATCH THERAPEUTIC UNIT |  | 7      | 1.746 |
|   |                             |  |        |       |
| 2 | CO LEGAL VISITS             |  | 5      | 2.392 |
| 2 | CO ESCORTS                  |  | 5      | 2.392 |
| 1 | HEALTH UNIT                 |  | 5      | 1.196 |

|   |                   |        |       |
|---|-------------------|--------|-------|
| 1 | CO VISITS CONTROL | 2 + PH | 0.545 |
| 1 | CO VISITS PROC    | 2 + PH | 0.545 |
| 2 | CO VISITS PATROL  | 2 + PH | 1.09  |
| 2 | CO VISITS         | 2 + PH | 1.09  |
| 1 | CO VISITS IL      | 2 + PH | 0.545 |

P. J. NEWALL, Commissioner

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**CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) WAGES STAFF AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(Case No. 2018/196906)

Before Chief Commissioner Kite

2 July 2018

**AWARD**

**PART A**

**1. Arrangement of Award**

Clause No.      Subject Matter

PART A

1. Arrangement of Award
2. Definitions
3. Parties
4. Incidence and Period of Operation
5. Workplace Reform
6. Categories of Employment
7. Rates of Pay
8. Allowances
9. Pay Arrangements
10. Hours of Work
11. Overtime
12. Career Development and Training
13. Rostered Days Off
14. Performance Management
15. Relocation Package
16. Leave
17. Grievance and Dispute Resolution
18. Anti-Discrimination
19. Consultative Arrangements
20. Workplace Representatives
21. Deduction of Union Subscriptions
22. Private Use of Business Vehicles
23. Relationship to Awards, Agreements etc.
24. Award Safety Net
25. Leave Reserved
26. Assistance with Public Transport
27. No Extra Claims

Appendix One - Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities of Staff Members

Appendix Two - Apprentices

Appendix Three - Competency Based Promotion

## PART B - RATES, AND ALLOWANCES

### RATES

Table 1A - Wages Classification and Salary Schedules

Table 1B - Survey and Spatial Classification and Salary Schedule

Table 1C - Apprentices Classification and Salary Schedule

Table 2A - Wage Related Allowances

Table 2B - Expense Related Allowances

### 2. Definitions

- 2.1. "Department" and "employer" means the NSW Department of Finance, Services and Innovation.
- 2.2. "Secretary" means the Secretary of the NSW Department of Finance, Services and Innovation.
- 2.3. "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the Department.
- 2.4. "Award" means any award made pursuant to the provisions of the *Industrial Relations Act 1996*.
- 2.5. "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- 2.6. "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the *Industrial Relations Act 1996*.
- 2.7. "Industrial Authority" means the Public Service Commission, as constituted under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- 2.8. "Union" means the:
  - The Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;
  - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch
  - Electrical Trades Union of Australia, New South Wales Branch;
  - The Australian Workers' Union, New South Wales;having regard to their respective coverage.
- 2.9. "WH&S" means work, health and safety as defined by the *Work, Health and Safety Act 2011* (NSW).

### 3. Parties

- 3.1. This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:
  - The Department of Finance, Services and Innovation.
  - Secretary of the Treasury
  - Construction, Forestry, Mining and Energy Union  
(Construction and General Division) NSW Divisional Branch

Plumbers Union NSW

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, New South Wales

#### **4. Incidence and Period of Operation**

- 4.1. This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2. This award shall take effect from the first full pay period to commence on or after 1 July 2018. This award remains in force until 30 June 2019 or until varied or rescinded.
- 4.3. The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.
- 4.4. This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2017 published 6 April 2018 (382 I.G. 745), as varied.

#### **5. Workplace Reform**

- 5.1. The parties to this Award agree that the process of continual improvement and workplace reform will continue in order to achieve the business objectives of the Department.
- 5.2. Workplace Reform includes:
  - 5.2.1. consultation with the parties on implementation.
  - 5.2.2. ensuring equal employment opportunity and recognition of merit.
  - 5.2.3. an emphasis on developing conceptual and strategic skills, focusing on value-adding activities.
  - 5.2.4. the redesign of jobs and multi skilling initiatives following the implementation of the Department's wage structure.
  - 5.2.5. the elimination of artificial barriers in career paths and provision of relevant supervisory and managerial training.
  - 5.2.6. benchmarking against comparative private sector organisations.
  - 5.2.7. making changes to working arrangements through consultation and cooperation.
  - 5.2.8. workplace communication to ensure there is a clear and common understanding of Department's objectives.
  - 5.2.9. innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

#### **6. Categories of Employment**

- 6.1. The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:
  - 6.1.1. for a specified term ("temporary employee"); or
  - 6.1.2. for the duration of a specified task ("temporary employee"); or

- 6.1.3. for duties that are irregular, intermittent, short-term, urgent or other work as and when required ("casual employee").
- 6.2. A person may be engaged as an employee on a full-time or part-time basis.
- 6.3. At the time of engagement the employer will inform each employee in writing of the conditions of engagement, including:
  - 6.3.1. the type of employment;
  - 6.3.2. whether a probationary period applies and, if so, the expected duration of the period;
  - 6.3.3. whether there are any citizenship or residency requirements that apply to the position;
  - 6.3.4. whether there are any formal qualifications or security, health or other clearances that are requirements of the position;
  - 6.3.5. if the person is engaged for a specified term, the relevant reason or purpose and the specified term;
  - 6.3.6. if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and
  - 6.3.7. a list of the main instruments governing the terms and conditions of their employment.
- 6.4. Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty specified in this Award. Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Award.
- 6.5. Proposals for part-time employment may be initiated by the employer for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment.
- 6.6. Where a proposal is initiated by an employee, the employer will have regard to the personal reasons put by the employee in support of the proposal and to operational requirements.
- 6.7. The written agreement of a full-time employee will be obtained before the employee's hours are varied.

## **7. Rates of Pay**

- 7.1. The classifications and salary rates are set out in Table 1 - Wages Classification and Wage Schedules of this Award.
- 7.2. The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.
- 7.3. Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.
- 7.4. Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award in Table 2, Part A - Work Related Allowances:
  - 7.4.1. Stonemason-carvers in item 28
  - 7.4.2. Electricians in item 29

7.4.3. Plumbers (Welders special) in item 30

## **8. Allowances**

8.1 In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees except as provided by this Award. This is to simplify administration and provide consequent savings.

8.2 Specific conditions relating to items listed below shall operate as provided by this clause:

8.2.1. Excess Fares and Travelling Time

8.2.2. Distant Work

8.2.3. Payment for Loss of Tools

8.2.4. Tool Allowance

8.3 Fares and Travelling Time

8.3.1. An allowance listed in Table 2, Part B - Expense Related Allowances, item 44, comprising of an amount for fares and for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.

8.3.1.1. An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

8.3.1.2. Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.

8.3.2. Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance listed in Table 2, Part B - Expense Related Allowances at item 43.

8.3.3. An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.

8.3.4. The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.

8.4 Distant Work

8.4.1 The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

8.4.2. For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.



- 8.4.3 Provided further that after the expiration of four weeks, this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.
- 8.4.4 While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.
- 8.4.5 Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:
- 8.4.5.1 the completion of the project; or
- 8.4.5.2 within three months of its being worked; or
- 8.4.5.3 is paid at ordinary rates.
- 8.4.6 An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to an employee:
- 8.4.6.1 who leaves of their own free will; or
- 8.4.6.2 is dismissed for misconduct
- before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.
- 8.4.7 Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid to cover the expenses, if any, of reaching home and of transporting tools, of an amount listed in Table 2, Part B - Expense Related Allowances, item 47.
- 8.4.8 On Distant Work the Department shall provide reasonable board and lodging or pay the allowance amount listed in Table 2, Part B - Expense Related Allowances:
- 8.4.8.1 for each day residing away from the usual place of residence in item 48 or
- 8.4.8.2 for each week of seven calendar days in item 49.
- 8.4.9 Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.
- 8.4.10 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.
- 8.4.11 An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

8.4.12 The employee shall inform the Department in writing of subsequent change to the usual place of residence.

8.4.13 If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

8.4.14 In general terms, the Department's policy for employees is that the provisions of the Distant Work clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

8.4.15 The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

## 8.5 Payment for Loss of Tools

8.5.1 An employee shall be reimbursed by the Department to a maximum amount listed in Table 2, Part B - Expense Related Allowances, item 50 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

8.5.2 Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

8.5.3 Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

8.5.4 Provided that for the purposes of this subclause:

8.5.4.1 Only tools used by the employee in the course of their employment shall be covered by this subclause.

8.5.4.2 The employee shall, if requested to do so, furnish the Department with a list of tools so used.

8.5.4.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

8.5.4.4 The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

8.5.4.5 It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

## 8.6 Tool Allowance

8.6.1 Tool Allowances payable to Wages Staff shall be those set out in Table 2, Part B - Expense Related Allowances:

8.6.1.1 Item 39:

Carpenter/Joiner  
Stonemason-carver  
Stonemason  
Plumber  
Electrician  
Plasterer

8.6.1.2 Item 40:

Bricklayer

8.6.1.3 Item 41:

Slater & Tiler

8.6.1.4 Item 42:

Painter

8.7 All Purpose Payment in Lieu of Certain Allowances

8.7.1 The provisions of this subclause do not apply to:

8.7.1.1 Wages Staff employees Levels 9, 10, 11 and 12.

8.7.1.2 Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

8.7.2 All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

8.7.2.1 Clause 4, Allowances, shall continue to be paid:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

8.7.3 In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

8.7.3.1 For all Heritage and Building Services Group employees and apprentices, other than slaters, plumbers and plumbing apprentices as listed in Table 2A, item 31.

8.7.3.2 For slaters, plumbers and plumbing apprentices, as listed in Table 2, Part A - Work Related Allowances, item 32.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

8.7.4 Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

#### 8.8 Thermostatic Mixing Valves Allowance

8.8.1 An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid an amount listed in Table 2, Part A - Work Related Allowances, item 37, while undertaking inspection and certification of thermostatic mixing valves.

#### 8.9 Driving Van Allowance

8.9.1 Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance per day as listed in Table 2, Part A - Work Related Allowances, item 38. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

#### 8.10 Allowances Review

8.10.1 Increases in Expense Related Allowances payable under the Awards listed in clause 8 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

8.10.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

8.10.3 Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

### **9. Pay Arrangements**

#### 9.1. Fortnightly Payment

9.1.1. Employees shall be paid fortnightly.

9.1.2. The Department shall not keep more than five days pay in hand.

#### 9.2. Leave Loading

9.2.1. Recreation leave loading has been incorporated in wages through a 1.35% wage adjustment paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

## **10. Hours of Work**

- 10.1. Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.
- 10.2. Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.
- 10.3. Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.
- 10.4. Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.
- 10.5. Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.
- 10.6. Five hour break: an employee should not work for more than 5 hours without a break for a meal.
- 10.7. Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:
  - 10.7.1. the prescribed weekly hours of duty;
  - 10.7.2. the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
  - 10.7.3. the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.
  - 10.7.4. the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- 10.8. Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

## **11. Overtime**

- 11.1 Overtime provisions, including payment for meals, as provided by clause 9, Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.
- 11.2 An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

## **12. Career Development and Training**

- 12.1. The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:
  - 12.1.1. assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.

- 12.1.2. assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;
  - 12.1.3. ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills.
- 12.2. The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.
- Approved training will be conducted without loss of pay.

### **13. Rostered Days Off**

- 13.1. Rostered Day Off (RDO) provisions, as provided by clause 2, Hours - Day Workers of the Crown Employees (Skilled Trades) Award shall apply to all employees along with the following provisions of this clause.
- 13.2. The parties agree that employees will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between employees and the Department in determining rostered days off.
- 13.3. This will result in Department's projects having adequate numbers of employees on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.
- 13.4. There will be appropriate records kept of the date an employee has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the employee, on request.

### **14. Performance Management**

- 14.1. The parties to this Award are committed to the introduction of performance management for employees. As part of this process a performance management program shall be introduced for all employees immediately after the making of this Award.

### **15. Relocation Package**

- 15.1. Negotiated benefits for employees required by the Department to relocate will be agreed with individual employee prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.
- 15.2. The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by employees as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.
- 15.3. The scope of the package must be defined in broad terms at the time of acceptance of the new position.

### **16. Leave**

- 16.1. All Awards, Agreements and Determinations relating to leave continue to apply to employees with the exception of the subclauses set out below.

#### **16.1.1. Annual Leave Loading**

Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

### 16.1.2. Family and Community Service Leave

The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

Such cases may include but not be limited to the following:

Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;

Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff member's property and/or prevents a staff member from reporting for duty;

Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and

Absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.

The definition of "family" or "relative" in this clause is the same as that provided in paragraph 26.1 of clause 26, Carer's Leave of the Crown Employees (Skilled Trades) Award.

The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater:

2½ of the staff member's working days in the first year of service and on completion of the first years' service, 5 of the staff member's working days in any period of 2 years; or

After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.

If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 26, Carer's Leave of the Crown Employees (Skilled Trades) Award shall be granted when paid family and community service leave has been exhausted.

A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

#### 16.1.3. Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that an employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

#### 16.1.4. Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 31, General Leave Conditions and Accidental Pay of the Crown Employees (Skilled Trades) Award; and

apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

#### 16.1.5. Paid Maternity or Adoption Leave

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

#### 16.1.6. Extended Leave after 7 Years' Service

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example an employee with 7 years' service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-7 of the Personnel Handbook.



There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years' service.

#### 16.1.7. Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

For example, an employee with an extended leave balance of 50 working days wishing to take extended leave at double pay take 25 working days leave from work, reducing their leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, e.g., recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

Where an employee elects to take extended leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

#### 16.1.8. Public Holidays Whilst on Extended Leave

From 1 January 2005, public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employee's leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

### **17. Grievance and Dispute Resolution**

- 17.1. Subject to the provisions of the *Industrial Relations Act 1996*, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2. An employee is required to notify, preferably in writing, their immediate supervisor or 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.
- 17.3. The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 17.4. If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.

- 17.5. If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.6. An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
- 17.7. Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.8. Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

### **18. Anti-Discrimination**

- 18.1. 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.
- 18.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 18.3. 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.
- 18.4. 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.
- 18.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 18.6. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 18.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

## **19. Consultative Arrangements**

- 19.1. The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.
- 19.2. The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.
- 19.3. The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 19.4. The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 19.5. Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:
  - Construction, Forestry, Mining and Energy Union (Construction and General Division), NSW Divisional Branch
  - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.
  - Electrical Trades Union of Australia, New South Wales Branch
  - Australian Workers' Union, Greater New South Wales Branch
- 19.7. Mass Meetings
  - 19.6.1. Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.
- 19.7. The Department shall consult with the Unions prior to the introduction of any technological change.

## **20. Workplace Representatives**

- 20.1. Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.
- 20.2. Trade Union Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

## **21. Deduction of Union Subscriptions**

- 21.1. Subject to an employee making written authorisation, the Department shall deduct from the employee's remuneration, subscriptions payable to a nominated industrial organisation of employees and shall pay the deducted subscriptions to such organisation.

## **22. Private Use of Business Vehicles**

- 22.1. Employees, in accordance with the Department's Motor Vehicle Policy and subject to availability of motor vehicles and management approval, may use Departmental vehicles for private purposes.

## **23. Relationship to Awards, Agreements, etc.**

- 23.1. This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.
- 23.2. In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award, clause 4, Allowances

## **24. Award Safety Net**

- 24.1. If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.
- 24.2. Such higher rates shall be paid from the date ordered by the IRC.
- 24.3. Should the IRC increase wage rates and allowances in the Award which previously applied to an employee's position to an amount still below that payable to an employee under this Award, then the Department will continue to pay the higher amount set out in this Award in lieu of the Award wage rates and allowances.
- 24.4. The wage rate increase of 1.35%, paid for the inclusion of leave loading in wage rates, shall not be taken into account when considering the relative wage rates mentioned in the preceding paragraph.

## **25. Leave Reserved**

- 25.1. Leave is reserved to any party to the award in relation to the following matters:
- 25.1.1. The implications of any negotiated outcome between the parties or arbitrated decision with regard to the Secure Employment Test Case on employees covered by the award.
- 25.1.2. The inclusion in the award of a suitable Trade Union Delegates Activities clause, with specific reference to the provisions existing within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

## **26. Assistance with Public Transport**

- 26.1. The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.
- 26.2. Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

## **27. No Extra Claims**

- 27.1. The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of

employment with respect to those employees will be instituted before the Industrial Relations Commission or any other 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.

## APPENDIX ONE

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 12 Level Wages staff classification structure.

### Levels 1 to 6

| Level      | Definition  | Scope of Work   | Level of Skill  | Quality  | Safety   | Responsibility  |
|------------|---|---|---|--|--|---|
| 1<br>(92%) | An employee who is performing duties and is certified by the Department as being competent to work to Level 1 standard. | <p>An employee at this level works under close supervision in a team environment. The employee performs duties that are at a basic level and are manual and repetitive in nature.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate flexibly on a range of equipment and machinery, on which the employee has received training.</p> <p>Carry out labouring tasks from written or verbal instruction.</p> <p>Any other tasks at this level as directed in accordance with the employee's level of training.</p> <p>Assist other workers at this or other levels to the extent of their experience or training.</p> | An employee at this level will have or be acquiring basic labouring skills. | Be responsible for the quality of their work subject to close supervision. | Understands and applies WH&S requirements so as not to injure themselves or other workers. | An employee at this level will work under close supervision. They will be able to solve elementary problems within their level of skill and training. |

|                      |  |  |  |   |   |  |
|----------------------|--|--|--|---|---|--|
| <p>2<br/>(95%)</p>   | <p>An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.</p>   | <p>An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate within a specific area of work</p> <p>Assist workers at this or other levels.</p> <p>Measure accurately given adequate written or verbal instruction</p> <p>Operate machinery or equipment for which the employee has been trained.</p> <p>Any other task at this level as directed in accordance with their level of training.</p>  | <p>An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.</p>               | <p>Be responsible for the quality of their own work subject to close supervision.</p>           | <p>Understands and applies WH&amp;S requirements so as to not injure themselves or other workers.</p> | <p>An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.</p>   |
| <p>3<br/>(97.5%)</p> | <p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.</p> | <p>An employee at this level works under routine supervision with intermediate skills within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operative efficiently and productively within a specific area of work</p> <p>Operate equipment or machinery for which the employee has been trained</p> <p>Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.</p> <p>Understand and implement basic fault finding skills within the worker's specific area.</p> <p>Any other tasks as directed in accordance with the employee's level of training.</p> | <p>An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.</p> | <p>A Level 3 employee understands and applies quality control techniques to their own work.</p> | <p>Understands and applies WH&amp;S requirements so as to not injure themselves or other workers.</p> | <p>An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>Is a competent operative who works individually or as part of a team.</p> <p>Works from detailed instructions and procedures in written, spoken or diagrammatic form.</p> <p>Applies a range of general construction skills</p> |

|                     |   |  |  |   |   |  |
|---------------------|---|--|--|---|---|--|
| <p>4<br/>(100%)</p> | <p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p> | <p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p> | <p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p> | <p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p> | <p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p> | <p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site.</p> <p>Anticipates and plans for constant changes to the work environment.</p> |
|---------------------|---|--|--|---|---|--|



|                     |  |  |   |   |  |  |
|---------------------|--|--|---|---|--|--|
| <p>5<br/>(105%)</p> | <p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p> | <p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p> | <p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p> | <p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p> | <p>Able to be responsible for the safety of themselves and others in the team environment.</p> | <p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p> |
|---------------------|--|--|---|---|--|--|

|                     |  |  |   |   |   |   |
|---------------------|--|--|---|---|---|---|
| <p>6<br/>(110%)</p> | <p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p> | <p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p> | <p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p> | <p>An employee at this level is able to be responsible for the quality of their own and others' work.</p> | <p>Able to be responsible for the safety of themselves and others in the workplace.</p> | <p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p> |
|---------------------|--|--|---|---|---|---|

Level 7 to 9

| Level       | Definition  | Scope of Work  | Responsibility   |
|-------------|---|--|--|
| 7<br>(115%) | An employee who is performing duties across more than one stream or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 7 standard. | <p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p> <p>Program and schedule work</p> <p>Order equipment</p> <p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p> | <p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p> <p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p> <p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p> |
| 8<br>(120%) | An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 8 standard.  | <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&amp;S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>   | <p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>  |

|                     |   |   |  |
|---------------------|---|---|--|
| <p>9<br/>(126%)</p> | <p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p> | <p>Indicative of the tasks an employee may perform at this level are:</p> <ul style="list-style-type: none"> <li>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</li> <li>Research, prepare and present complex reports.</li> <li>Monitor, evaluate and recommend changes to quality and WH&amp;S programs.</li> <li>Demonstrate an appreciation of the inter-relationship of various areas.</li> <li>Play an active role in training whether for production or safety.</li> <li>Demonstrate supervisory skills beyond those of a Level 8 employee.</li> </ul> | <p>An employee at this level is capable of being responsible for one or more of the following:</p> <ul style="list-style-type: none"> <li>Diagnosing and solving problems.</li> <li>Training workers within or across areas</li> <li>Assisting in supervision or organisation of team operations within or across areas.</li> <li>Quality standards within or across areas.</li> </ul> |
|---------------------|---|---|--|

Level 10

| Level                       | Definition  | Scope of Work  |
|-----------------------------|---|--|
| <p>10<br/>(133% - 135%)</p> | <p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&amp;S requirements.</p> <p>A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:</p> <p>Understands and applies quality assurance techniques.</p> <p>Possesses excellent interpersonal as well as oral and written communication skills.</p> <p>Exercises keyboard/computer skills in contract administration, job programming and estimating.</p> <p>Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts.</p> <p>Is aware of WH&amp;S principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contacts.</p> <p>Is aware of and applies Equal Employment Opportunity principles.</p> | <p>Indicative of the tasks which an employee at this level may perform are:</p> <p>Understands and applies computer techniques as they relate to estimate and job control.</p> <p>Has a sound knowledge of the Department operations and procedures as they relate to project supervision and control.</p> <p>Possesses skills to enable the preparation of quantities for progress payments.</p> <p>Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects.</p> <p>Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work.</p> <p>Provide reports and assessment of work in progress, work ahead and general matters as required.</p> <p>Liaise with other sections of the Department, client Departments and Authorities as required.</p> <p>Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets.</p> <p>Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions.</p> <p>Recommend acceptance of quotations and issue of local orders within authorities as determined.</p> <p>Provide relief at Level 11 as required.</p> <p>Other duties as directed.</p> |

Level 11 to 12

| Level                       | Definition  |
|-----------------------------|---|
| <p>11<br/>(139% - 147%)</p> | <p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&amp;S requirements.</p> <p>In addition this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.</p> <p>ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.</p> <p>estimate, prepare specifications and documentation on all phases of major and minor projects, as required.</p> <p>issue site instructions and recommend alternative construction methods, as necessary.</p> <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of WH&amp;S principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p> |

| Level                     | Definition   |
|---------------------------|--|
| Level 12<br>(152% - 156%) | <p>An employee who:</p> <p>Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.</p> <p>A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:</p> <p>Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.</p> <p>Possesses a good standard of communication, work organisation, administrative, WH&amp;S, costing and planning skills and is able to apply leading or directing the work of others.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>supervise staff at the Department Staff (Wages) Levels 10 and 11 and take responsibility for their work;</p> <p>manage and administer all contract matters including overseeing and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;</p> <p>ensure that action has been taken for timely delivery of plant and other materials on projects.</p> <p>prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.</p> <p>Applies computer integrated techniques involving a higher level of computer operating skills than for the Department Staff (Wages) Level 11 employees.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Exercises broad discretion within the scope of this level including appropriate delegations of authority.</p> <p>Is able to assist in the provision or planning of on the job training for Level 11 employees.</p> <p>Provides relief at Construction Coordinator level and Levels 10 and 11 as required.</p> <p>Other duties as required.</p> |

## APPENDIX TWO

### APPRENTICES

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

1. Leave

Clause 16, Leave of this Award shall have effect to the extent that it is inconsistent with clause 30, General Leave Conditions and Accident Pay of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages - Refer to Table 3 - Apprentice Classification and Safety Schedules

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

The Department shall not keep more than five days pay in hand.

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under 8.3 of this Award.

Apprentices to the electrical/electronic trades shall be paid the Tool Allowance in clause 8.6.1.1 at item 34 of Table 2, Part A - Work Related Allowances of this Award in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of clause 8.3 of this Award.

6. All Purpose Payment in Lieu of Certain Allowances

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to apprentices.

At clause 4, Allowances, all subclauses except:

(4) Electricians

(6) Plumber and Drainer

(12) Registration Allowance

(41) Asbestos

(44) Asbestos Eradication

7. In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above-specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

For all Heritage and Building Services Group apprentices, other than plumbing apprentices, shall be as listed in Table 2, item 42



For plumbing apprentices as listed in Table 2, item 43.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

### **APPENDIX THREE**

#### **COMPETENCY BASED PROMOTION FROM WAGES STAFF LEVEL 2, 3 OR 4**

Further to the memorandum of agreement between various Public Sector employers and Unions with respect to the second tier wage increase in the Crown Employees (Skilled Tradesmen) Award from 1988, competency development involves multi-skilling.

Competency based promotion will not be offered to duration staff until their reclassification to permanent status or to apprentices within 12 months after completion of their indentures.

#### **BUILDING GROUP TRADES**

Should a Building Group tradesman achieve the additional "standard" competencies for Building Group trades staff, competency based promotion to level 5 can occur. The additional "standard" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

#### **ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:**

SCAS (ability to perform field surveys and tabulate data manually. Introduction of any new technologies will be negotiated separately).

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

#### **HERITAGE SERVICES GROUP TRADES**

Should a Heritage Services Group employee employed achieve the additional "standard" competencies for Heritage Services Group Trades staff and the required additional specific competencies set out for that trade, competency based promotion to level 5 can occur. The additional "standard" and "specific" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. Specific competencies are integral to the work undertaken by Heritage Services and staff must be proficient to tradesman levels with no limit to application of the competency. The Section Managers, Heritage Services, shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

| Plumber<br>(2 required)       | Painter<br>(2 of 3 required)  | Stonemason<br>(2 required)                                   |
|-------------------------------|---|--|
| Slatework<br>Lead/Copper Work | Gold Leaf/Stencil Work<br>Signwriting<br><br>Glazing (measure, cut & fix) | Operate Factory Machines<br>Work & Fix Complicated<br>Stones |
| Electrician                   | Carpenter   | Stone Cutters  |
| Data Cabling                  | Glazing<br>Rendering/Gyprock  | Competent on all machines<br>Competent Crane Operation       |

STONEMASONS

For the above purposes, complicated stones are those that:

Are typified by such properties as having more than one mould/template or having a high degree of marking out or existing in two or more planes.

Examples include:

baluster dies, finials, gothic mould tracery, stones of exceptional size that require a high degree of accuracy, pediment springers, ramp and twists, dentils, columns and capitols, and stones that require letter cutting.

Should there be any disagreement over the classification of the stone the Factory Co-ordinator and Stonemasonry Manager will adjudicate.

LABOURERS

Should an employee employed as a labourer achieve all the additional competencies set out below for that occupation, competency based promotion to level 4 can occur. The additional competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager, Building Group or the Section Manager, Heritage Services, shall conduct assessment and certification of the additional specific competencies for each employee.

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling

Rendering

Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

Should a the Department Wages employee Level 3 in receipt of a leading hand allowance achieve competency-based promotion to Level 4, then payment of the leading hand allowance will cease.

A the Department Wages employee level 2 or 3 in receipt of a leading hand allowance who achieves competency based promotion to Level 4 will not suffer a loss of remuneration.

#### GENERAL

Should a the Department Wages employee Level 4 in receipt of a leading hand allowance achieve competency based promotion to Level 5, then payment of the leading hand allowance will cease.

Should an employee request in writing, and be willing to undertake, the training required to achieve competency based promotion to Wages employee Level 4 or 5 and have that training denied by the Department, then the relevant competency based promotion will be granted 12 months after the original date of the request for training.

The Department of Wages employee Level 2, 3 or 4 denied competency based promotion by the relevant District Manager or the Section Managers, Heritage Services shall have rights of appeal against that decision to a panel consisting of the Heritage and Building Services Group Resource Manager, a Section/District Manager other than the maker of the original decision and a nominee of the relevant union. Should the matter remain unresolved it will be referred to an external assessor. In all other respects, the appeal process will duplicate that used for promotion appeals within the Heritage and Building Services Group.

## PART B

### RATES & ALLOWANCES

#### Rates

From the first full pay period on or after 1 July 2018, the rates of pay set out under the heading 2018/19 shall be payable. These rates represent a 2.50% wage increase from 1 July 2018.

Legend: pf = per fortnight, pw = per week, pd = per day, ph = per hour

| Table 1 A - Wages Classification and Wage Schedules      |            |        |             |        |            |                         |
|--|------------|--------|-------------|--------|------------|-------------------------|
| Item   | Award Code | Clause | Description |        | 2017/18    | 2018/19                 |
| Percentage increase for wage and wage related allowances |            |        |             |        | 2.5%       | 2.5%                    |
| 1  | 1279       | 7.1    | Level 1     | 92%    | 1959.30 pf | (2008.28)<br>2008.30 pf |
| 2  | 1279       | 7.1    | Level 2     | 95%    | 2024.70 pf | (2075.32)<br>2075.30 pf |
| 3  | 1279       | 7.1    | Level 3     | 97.50% | 2080.00 pf | 2132.00 pf              |
| 4  | 1279       | 7.1    | Level 4     | 100%   | 2129.60 pf | (2182.84)<br>2182.80 pf |
| 5  | 1279       | 7.1    | Level 5     | 105%   | 2249.70 pf | (2305.94)<br>2305.90 pf |

|    |      |     |                 |      |            |                         |
|----|------|-----|-----------------|------|------------|-------------------------|
| 6  | 1279 | 7.1 | Level 6         | 110% | 2342.70 pf | (2401.27)<br>2401.30 pf |
| 7  | 1279 | 7.1 | Level 7         | 115% | 2449.30 pf | (2510.53)<br>2510.50 pf |
| 8  | 1279 | 7.1 | Level 8         | 120% | 2555.40 pf | (2619.29)<br>2619.30 pf |
| 9  | 1279 | 7.1 | Level 9         | 126% | 2683.60 pf | (2750.69)<br>2750.70 pf |
| 10 | 1279 | 7.1 | Level 10 Step 1 | 133% | 2824.00 pf | 2894.60 pf              |
| 11 | 1279 | 7.1 | Level 10 Step 2 | 135% | 2884.60 pf | (2956.72)<br>2956.70 pf |
| 12 | 1279 | 7.1 | Level 11 Step 1 | 139% | 2969.00 pf | (3043.23)<br>3043.20 pf |
| 13 | 1279 | 7.1 | Level 11 Step 2 |      | 3032.10 pf | 3107.80 pf              |
| 14 | 1279 | 7.1 | Level 11 Step 3 | 147% | 3142.50 pf | (3221.06)<br>3221.10 pf |
| 15 | 1279 | 7.1 | Level 12 Step 1 | 152% | 3240.20 pf | (3321.21)<br>3321.20 pf |
| 16 | 1279 | 7.1 | Level 12 Step 2 | 156% | 3335.00 pf | (3418.38)<br>3418.40 pf |

Table 1 Part B - Survey and Spatial Classification and Wage Schedules

| Item   | Award Code | Clause | Description                                 |        | 2016/17    | 2017/18                 |
|--|------------|--------|---|--------|------------|-------------------------|
| Percentage increase for wage and wage related allowances |            |        |   |        | 2.5%       | 2.5%                    |
| 17   | 1279       | 7.1    | Survey and Spatial Classification - Level 1 | 92%    | 1959.30 pf | (2008.28)<br>2008.30 pf |
| 18   | 1279       | 7.1    | Survey and Spatial Classification - Level 2 | 95%    | 2024.70 pf | (2075.32)<br>2075.30 pf |
| 19   | 1279       | 7.1    | Survey and Spatial Classification - Level 3 | 97.50% | 2080.00 pf | 2132.00                 |
| 20   | 1279       | 7.1    | Survey and Spatial Classification - Level 4 | 100%   | 2129.60 pf | (2182.84)<br>2182.80 pf |

Table 1 Part C - Apprentice Classification and Wage Schedules

| Item   | Award Code | Clause | Description       |  | 2017/18    | 2018/19                 |
|--|------------|--------|-------------------|--|------------|-------------------------|
| Percentage increase for wage and wage related allowances |            |        |                   |  | 2.5%       | 2.5%                    |
| Three Year Program                                       |            |        |                   |  |            |                         |
| 21   | 1279       | 7.1    | Apprentice Year 1 |  | 1326.60 pf | (1359.77)<br>1359.80 pf |
| 22   | 1279       | 7.1    | Apprentice Year 2 |  | 1667.20 pf | (1708.88)<br>1708.90 pf |
| 23   | 1279       | 7.1    | Apprentice Year 3 |  | 1904.90 pf | (1952.52)<br>1952.50 pf |
| Four Year Program  |            |        |                   |  |            |                         |
| 24   | 1279       | 7.1    | Apprentice Year 1 |  | 1035.50 pf | (1061.39)<br>1061.40 pf |
| 25   | 1279       | 7.1    | Apprentice Year 2 |  | 1326.60 pf | (1359.77)<br>1359.80 pf |
| 26   | 1279       | 7.1    | Apprentice Year 3 |  | 1667.20 pf | (1708.88)<br>1708.90 pf |
| 27   | 1279       | 7.1    | Apprentice Year 4 |  | 1904.90 pf | (1952.52)<br>1952.50 pf |

| Table 2 Part A - Work Related Allowances                 |            |                       |   |                    |                       |
|--|------------|-----------------------|---|--------------------|-----------------------|
| Item   | Award Code | Clause                | Description   | 2017/18            | 2018/19               |
| Percentage increase for wage and wage related allowances |            |                       |   | 2.5%               | 2.5%                  |
| Special Allowances                                       |            |                       |   |                    |                       |
| 28   | 1279       | 7.4.1                 | All-purpose special allowance - Stonemason-carvers  | 142.50 pf          | (146.06)<br>146.10 pf |
| 29   | 1279       | 7.4.2                 | All-purpose special allowance - Electricians  | 142.50 pf          | (146.06)<br>146.10 pf |
| 30   | 1279       | 7.4.3                 | All-purpose special allowance - Plumbers  | 22.50 pf           | (23.06)<br>23.10 pf   |
| All Purpose Allowances                                   |            |                       |   |                    |                       |
| 31   | 1279       | 8.7.3.1               | All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer | 59.65 pf           | (61.14)<br>61.10 pf   |
| 32   | 1279       | 8.7.3.2               | All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices  | 67.10 pf           | (68.78)<br>68.80 pf   |
| Other Allowances   |            |                       |   |                    |                       |
| 33   | 256        | Clause 4.4 (Table 3)  | Electrician Licence   | 49.30 pw           | (50.53)<br>50.50 pw   |
| 34   | 256        | Clause 4.6 (Table 3)  | Plumber, Gasfitters, Drainers License   | 2.37 ph            | 2.49 ph               |
| 35   | 256        | Clause 4.12 (Table 3) | Registration allowance  | 0.98 pd            | 1.00 pd               |
| 36   | 256        | Clause 17.3 (Table 3) | First Aid allowance   | 3.47 pd            | 3.56 pd               |
| 37   | 1279       | 8.8.1                 | Thermostatic mixing valves allowance  | 0.67 ph            | 0.69 ph               |
| 38   | 1279       | 8.9.1                 | Driving van allowance   | 2.76 pd            | 2.83 pd               |
| Table 2 Part B - Expense Related Allowances              |            |                       |   |                    |                       |
| Item   | Award Code | Clause                | Description   | 2017/18            | 2018/19               |
| 39   | 1279       | 8.6.1.1               | Tool Allowance for:<br>Carpenter/Joiner<br>Stonemason-carver<br>Stonemason<br>Plumber<br>Electrician<br>Plasterer                   | 63.20 pf           | 64.60 pf              |
| 40   | 1279       | 8.6.1.2               | Tool Allowance for:<br>Bricklayer   | 45.20 pf           | 46.20 pf              |
| 41   | 1279       | 8.6.1.3               | Tool Allowance for:<br>Slate & Tiler  | 33.00 pf           | 33.60 pf              |
| 42   | 1279       | 8.6.1.4               | Tool Allowance for:<br>Painter  | 15.40 pf           | 15.80 pf              |
| 43   | 1279       | 8.3.2                 | Private vehicle use   | 0.81 per kilometre | 0.81 per kilometre    |
| 44   | 1279       | 8.3                   | Fares and Travelling Time   | 24.60 pd           | 25.10 pd              |
| 45   |            |                       | (fares)   | [14.80 pd]         | 15.10 pd              |

|    |      |         |                                    |           |           |
|----|------|---------|------------------------------------|-----------|-----------|
| 46 |      |         | (travelling time)                  | [9.80 pd] | 10.00 pd  |
| 47 | 1279 | 8.4.7   | Distance work - transporting tools | 23.80 pd  | 24.30 pd  |
| 48 | 1279 | 8.4.8.1 | Distance work - per day            | 73.70 pd  | 75.25 pd  |
| 49 | 1279 | 8.4.8.2 | Distance work - per week           | 515.80 pw | 526.65 pw |
| 50 | 1279 | 8.5.1   | Loss of tools                      | 1,834.90  | 1873.40   |

P. M. KITE, Chief Commissioner.

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# CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association, Industrial Organisation of Employees.

(Case No. 193311 of 2018)

Before Chief Commissioner Kite

26 June 2018

## AWARD

### PART A

#### 1. Arrangement

##### PART A

| Clause No. | Subject Matter  |
|------------|---|
| 1.         | Arrangement   |
| 2.         | Definitions   |
| 3.         | Rates of Pay  |
| 4.         | Salary Packaging Arrangements, including Salary Sacrifice to Superannuation |
| 5.         | Hours of Work   |
| 6.         | Overtime  |
| 7.         | Travelling Time   |
| 8.         | Leave in lieu of overtime   |
| 9.         | Part-Time Employment  |
| 10.        | Casual Employment   |
| 11.        | Public Holidays   |
| 12.        | Annual Leave  |
| 13.        | Leave Generally   |
| 14.        | Introduction of New Technology  |
| 15.        | Productivity Measures   |
| 16.        | Clothing Allowance  |
| 17.        | Disputes/Grievance Settlement Procedures                                    |
| 18.        | Anti-Discrimination   |
| 19.        | Other Conditions of Employment  |
| 20.        | No Extra Claims   |
| 21.        | Area, Incidence and Duration  |

##### PART B

##### MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

#### 2. Definitions

"Officer" means and includes all persons employed by the NSW Police Force who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"Clinical Nurse Specialist" means a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurses specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"Nurse" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Service" for the purpose of salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in clause 3, Definitions in the Public Health System Nurses' & Midwives' (State) Award made on 30 June 2015 as varied.

"Team Leader" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 - Allowances, of Part B.

### **3. Rates of Pay**

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in Table 1 - Salaries, of Part B, Monetary Rates.

### **4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

4.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, subject to the NSW Police Force's convenience; and
- (c) casual employees, subject to the NSW Police Force's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7.

4.2 For the purposes of this clause:

- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Rates of Pay and Part B to this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.



- 4.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the employee in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 When an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the NSW Police Force shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
  - (b) *Superannuation Act 1916*;
  - (c) *State Authorities Superannuation Act 1987*; or
  - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the NSW Police Force must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Rates of Pay and Part B, to this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage Packaging Agreement.

## **5. Hours of Work**

- 5.1 The ordinary hours of work shall be as follows:
- a. For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.
  - b. For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.
- 5.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.
- 5.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.
- 5.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:
- Saturday 50%
- Sunday 75%
- 5.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.
- 5.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.
- 5.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.
- 5.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates.

## **6. Overtime**

- 6.1 Subject to 6.2 an employer may require an employee to work reasonable overtime at overtime rates.

- 6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
- a. any risk to employee health and safety;
  - b. the employee's personal circumstances including any family and carer responsibilities;
  - c. the needs of the workplace or enterprise;
  - d. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - e. any other relevant matter.

except as provided for in subclause 6.4 of this clause:

- 6.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.
- 6.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 5.1 of clause 5, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

## **7. Travelling Time**

- 7.1 The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, shall be compensated by time off in lieu.
- 7.2 Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 5.1 of clause 5, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of clause 29, Excess Travelling Time, and clause 30, Waiting Time, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, in excess of 152 hours in any 28-day roster period.

## **8. Leave in Lieu of Overtime**

- 8.1 An officer who, with the approval of the NSW Police Force, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

- a. Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and the NSW Police Force.
- b. Such leave in lieu shall be taken in multiples of a quarter day only.
- c. Subject to the convenience of NSW Police Force leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.

- d. An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

### **9. Part-Time Employment**

- 9.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.
- 9.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 - Allowances, of the said Part B.
- 9.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.
- 9.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.
- 9.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

### **10. Casual Employment**

- 10.1 The parties agree that officers may be employed on a casual basis to suit the needs of the NSW Police Force.
- 10.2 The hourly rate for a casual officer shall be calculated on the following basis:
- $$\frac{\text{appropriate weekly rate}}{38} + 10\%$$
- 10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 10.4 A minimum payment of 3 hours shall be made for each engagement.
- 10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.
- 10.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.
- 10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

#### 10.8 Personal Carers entitlement for casual officers

- (a) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
  - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

#### 10.9 Bereavement entitlements for casual officer

- (a) Casual officers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.

### **11. Public Holidays**

- 11.1 Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (i.e., their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officers ordinary salary rate.
- 11.2 Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

### **12. Annual Leave**

- 12.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.
- 12.2 In addition to the leave prescribed in subclause 12.1 of this clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

| Number of ordinary shifts worked on Sundays and/or Public holidays during the qualifying period of employment for annual leave Additional purposes | Annual Leave |
|--|--------------|
| 4 to 10 days   | 1 day        |
| 11 to 17 days  | 2 days       |
| 18 to 24 days  | 3 days       |
| 25 to 31 days  | 4 days       |
| 32 or more days  | 5 days       |

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officers additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

- 12.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 12.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.
- 12.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

### **13. Leave Generally**

- 13.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 12.5 of clause 12, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 6.1 of clause 6, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.
- 13.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 5.1 of clause 5, Hours of Work.
- 13.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

### **14. Introduction of New Technology**

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of officers.

### **15. Productivity Measures**

- 15.1 Nursing staff will review nursing documentation to ensure that the documentation meets current NSW Police Force needs and that documentation is maintained at a satisfactory level.
- 15.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice and appropriate to the needs of NSW Police Force.

- 15.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

## **16. Clothing Allowance**

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

## **17. Disputes/Grievance Settlement Procedure**

- 17.1 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 17.2 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 17.3 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.
- 17.4 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
- (a) Where a dispute/grievance arises at a particular work location discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
  - (b) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Association delegate or workplace representative and the supervising officer.
  - (c) If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force, who will assume responsibility for liaising with Senior Executive Members of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
  - (d) The matter will only be referred to the Industrial Relations Commission if:
    - (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance; or
    - (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.
- 17.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.
- 17.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Employee Relations Unit should be expedited. The status quo shall remain until the matter is resolved.

## **18. Anti-Discrimination**

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

- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its term or operation, has a direct or indirect discriminatory effect.
- 18.3 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.
- 18.4 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.
- 18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- a. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - b. Section 56 (d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **19. Other Conditions of Employment**

Where this award is silent the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

### **20. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

### **21. Area, Incidence and Duration**

- 21.1 This Award shall apply to Nurses employed by NSW Police Force.
- 21.2 This Award shall operate from the beginning of the first full pay period to commence on or after 1 July 2018, and shall remain in force until 30 June 2019.
- 21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses')) Award 2017 published 18 August 2017 (381 I.G. 434).
- 21.4 This Award remains in force until varied or rescinded for the period for which it was made.



**PART B**  
**MONETARY RATES**

**Table 1 - Salaries**

|                           |                            |
|---------------------------|----------------------------|
| Registered Nurse          | 2.5% FFPP<br>1.7. 18<br>\$ |
| 1st Year                  | 1147.50                    |
| 2nd Year                  | 1210.60                    |
| 3rd Year                  | 1273.00                    |
| 4th Year                  | 1339.80                    |
| 5th Year                  | 1406.50                    |
| 6th Year                  | 1471.90                    |
| 7th Year                  | 1547.70                    |
| 8th Year                  | 1612.10                    |
| Clinical Nurse Specialist |                            |
| 1st Year and thereafter   | 1678.00                    |
| Clinical Nurse Consultant |                            |
| 1st Year and thereafter   | 2063.10                    |

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

**Table 2 - Allowances**

| Item No. | Clause No             | Description                           | 2.5% FFPP<br>1.7.18<br>\$ |
|----------|-----------------------|---------------------------------------|---------------------------|
| 1        | 2 Definitions         | Team leader allowance per shift       | 28.20                     |
| 2        | 5.8 Hours of Work     | On-call allowance during a meal break | 14.12                     |
| 3        | 16 Clothing Allowance | Clothing allowance per week           | 7.50                      |

P. M. KITE, Chief Commissioner

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# CROWN EMPLOYEES NURSES' (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 2018/199799)

Before Chief Commissioner Kite

29 June 2018

## AWARD

### 1. Arrangement

#### PART A

| Clause No. | Subject Matter                                   |
|------------|--|
| 1.         | Arrangement                                      |
| 2.         | Definitions                                      |
| 3.         | General Conditions of Employment                 |
| 4.         | Salary Rates                                     |
| 5.         | Overtime   |
| 6.         | Penalty Payments for Shift Work and Weekend Work |
| 7.         | Public Holidays                                  |
| 8.         | Annual Leave                                     |
| 9.         | Grading of Nurse/Midwife Manager                 |
| 10.        | Dispute Resolution Procedures                    |
| 11.        | Anti-Discrimination                              |
| 12.        | Personal Carer's Leave                           |
| 13.        | Area, Incidence and Duration                     |
| 14.        | No Extra Claims                                  |
| 15.        | Savings Clause                                   |
| 16.        | Career Break Scheme                              |
| 17.        | Commitments During the Life of this Award        |

#### PART B

#### MONETARY RATES

Table 1 - Salaries

#### PART A

### 2. Definitions

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

The "Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) of 50 O'Dea Avenue, Waterloo, New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00a.m. and before 10.00a.m. otherwise than as part of the shift system.

"Employee" means for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the *Government Sector Employment Act 2013* where the Secretary, NSW Health is the Agency Head.

Registered Nurse/Midwife, Nurse/Midwife Educator, Nurse/Midwife Manager, Nursing/Midwifery Unit Manager, Clinical Nurse/Midwife Educator, Clinical Nurse/Midwife Specialist, Clinical Nurse/Midwife Consultant and Nurse/Midwife Practitioner shall all have the same meaning as defined in the Public Health System Nurses' and Midwives' (State) Award 2018.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to the *Government Sector Employment Act 2013*, is a reference to the NSW Ministry of Health and, in respect of public servants, is a reference to the Director of Public Employment - and any person authorised to exercise the functions of the employer on behalf of the Director of Public Employment.

"Shift Worker" means a worker who is not a day worker as defined.

### **3. General Conditions of Employment**

Except as otherwise provided in this award:

- (a) Employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 of the *Government Sector Employment Act 2013* and the Regulations as contained from time to time in the Public Service Handbook and/or the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied from time to time.

### **4. Salary Rates**

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

### **5. Overtime**

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purpose of subclause (b) what is unreasonable or otherwise will be determined having regard to:
  - (i) the risk to the employee's health and safety;
  - (ii) the employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the facility;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

- (d) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime shall be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.
- (g) Authorised overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays shall be paid at the rate of double time and on public holidays at the rate of double time and one half.

#### **6. Penalty Payments for Shift Work and Weekend Work**

- (a) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:
  - (i)
    - (1) On afternoon shift, commencing at or after 10.00 a.m. and before 1.00 p.m. at the rate of ten per cent extra.
    - (2) On afternoon shift, commencing at or after 1.00 p.m. and before 4.00 p.m. at the rate of 12 ½ per cent extra.
    - (3) On night shift, commencing at or after 4.00 p.m. and before 4.00 a.m. at the rate of 15 per cent extra.
    - (4) On night shift, commencing at or after 4.00 a.m. and before 6.00 a.m. at the rate of ten per cent extra.
  - (ii)
    - (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
    - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
    - (3) Provided that these weekend rates in this subclause shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i) of this clause.
  - (iii) Between midnight to the following midnight on a public holiday at the rate of half time extra in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) and (ii) of this clause.

#### **7. Public Holidays**

- (a) Public holidays shall be allowed to employees on full pay. An employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.

- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

### **8. Annual Leave**

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,
- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time:
  - (i) the provisions of clause 7, Public Holidays; or
  - (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time, shall not apply to Nurse Managers classified at Grade 4 or above.
- (d) The employer must pay to all employees annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time.

### **9. Grading of Nurse/Midwife Manager**

Grading provisions of the Public Health System Nurses' and Midwives' (State) Award 2018 apply to all positions of Nurse/Midwife Manager covered by this award.

### **10. Dispute Resolution Procedures**

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.

- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
  - (i) immediately before the issue arose; or
  - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **11. Anti-Discrimination**

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

#### NOTES -

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

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

## **12. Personal Carer's Leave**

The provisions of clause 85, Sick Leave to Care for a Family member, of the Crown Employees (Public Service Conditions of Employment) Award 2009, shall apply.

## **13. Area, Incidence and Duration**

- (a) This award applies to all employees as defined in clause 2, Definitions employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the *Government Sector Employment Act 2013*, as varied from time to time, where the Secretary, NSW Health is the Agency Head.
- (b) This Award rescinds and replaces the Crown Employees Nurses' (State) Award 2017 published 18 August 2017 (381 I.G. 453) and all variations thereof.
- (c) This Award was made on 29 June 2018. It shall remain in force until 30 June 2019.

## **14. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

## **15. Savings Clause**

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

## **16. Career Break Scheme**

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law. The employer and employee will agree in writing prior to the commencement of the career break on the specific method and conditions under which the deferred salary will be withheld.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) The NSW Ministry of Health will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 31st December 2007 for the initial commencement year.
- (v) The NSW Ministry of Health will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with

employees. The NSW Ministry of Health will not unreasonably refuse any application by an employee to participate in the career break scheme.

- (vi) For members of the State Superannuation Scheme (SSS) the NSW Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the NSW Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the NSW Ministry of Health will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.
- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the account.



- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the NSW Ministry of Health an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year employees are not permitted to undertake work in the NSW Ministry of Health in positions covered by the Award. However, this does not prevent work in the NSW Ministry of Health in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive NSW Ministry of Health position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

#### **17. Commitments During the Life of this Award**

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
  - a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
  - b) improved Severe Chronic Disease Management (SCDM);
  - c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
  - d) enhanced Healthcare Associated Infections (HAI) control;
  - e) improved clinical hand-over procedures;
  - f) reduction in medication errors;
  - g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
  - h) improved Nursing/Midwifery Unit Manager capabilities;
  - i) improved Drug & Alcohol Consultation liaison;
  - j) improved Management of Patient Deterioration;
  - k) management of ambulatory care sensitive conditions;
  - l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
  - m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.

- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following initiatives:
- a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
  - b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
  - c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
  - d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
  - e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
  - f) operationalising Supervision for Safety principles within existing staffing.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

| Classification                    | FFPP 01/07/2018<br>per week |
|-----------------------------------|-----------------------------|
| Registered Nurse/Midwife          |                             |
| 1st Year                          | \$1,200.10                  |
| 2nd Year                          | \$1,265.30                  |
| 3rd Year                          | \$1,330.60                  |
| 4th Year                          | \$1,400.60                  |
| 5th Year                          | \$1,470.20                  |
| 6th Year                          | \$1,539.40                  |
| 7th Year                          | \$1,618.50                  |
| 8th Year and Thereafter           | \$1,685.10                  |
| Clinical Nurse/Midwife Specialist |                             |
| Grade 1 - 1st Year and Thereafter | \$1,753.60                  |
| Grade 2 - 1st Year                | \$1,883.70                  |
| Grade 2 - 2nd Year and Thereafter | \$1,945.60                  |
| Clinical Nurse/Midwife Consultant |                             |
| Appointed prior to 31.12.99       | \$2,156.40                  |
| Grade 1 - 1st Year                | \$2,107.90                  |
| Grade 1 - 2nd Year and Thereafter | \$2,151.00                  |
| Grade 2 - 1st Year                | \$2,193.60                  |
| Grade 2 - 2nd Year and Thereafter | \$2,237.20                  |
| Grade 3 - 1st Year                | \$2,323.10                  |
| Grade 3 - 2nd Year and Thereafter | \$2,366.20                  |
| Clinical Nurse/Midwife Educator   |                             |
| Year 1                            | \$1,824.50                  |
| Year 2 and Thereafter             | \$1,883.70                  |
| Nurse/Midwife Educator            |                             |
| 4th Year as at 1/7/08             | \$2,156.40                  |
| Grade 1 - 1st Year                | \$2,049.40                  |

|                                   |            |
|-----------------------------------|------------|
| Grade 1 - 2nd Year and Thereafter | \$2,107.90 |
| Grade 2 - 1st Year                | \$2,193.60 |
| Grade 2 - 2nd Year and Thereafter | \$2,237.20 |
| Grade 3 - 1st Year                | \$2,323.10 |
| Grade 3 - 2nd Year and Thereafter | \$2,366.20 |

| Classification                    | FFPP 01/07/2018<br>per week |
|-----------------------------------|-----------------------------|
| Nurse/Midwife Practitioner        |                             |
| 1st Year                          | \$2,323.10                  |
| 2nd Year                          | \$2,366.20                  |
| 3rd Year                          | \$2,426.60                  |
| 4th Year and Thereafter           | \$2,487.40                  |
| Nursing/Midwifery Unit Manager    |                             |
| Level 1                           | \$2,114.00                  |
| Level 2                           | \$2,214.10                  |
| Level 3                           | \$2,273.80                  |
| Nurse/Midwife Manager             |                             |
| Grade 1 - 1st Year                | \$2,107.90                  |
| Grade 1 - 2nd Year and Thereafter | \$2,151.00                  |
| Grade 2 - 1st Year                | \$2,193.60                  |
| Grade 2 - 2nd Year and Thereafter | \$2,237.20                  |
| Grade 3 - 1st Year                | \$2,323.10                  |
| Grade 3 - 2nd Year and Thereafter | \$2,366.20                  |
| Grade 4 - 1st Year                | \$2,452.20                  |
| Grade 4 - 2nd Year and Thereafter | \$2,495.20                  |
| Grade 5 - 1st Year                | \$2,580.70                  |
| Grade 5 - 2nd Year and Thereafter | \$2,624.30                  |
| Grade 6 - 1st Year                | \$2,710.40                  |
| Grade 6 - 2nd Year and Thereafter | \$2,753.70                  |
| Grade 7 - 1st Year                | \$2,925.10                  |
| Grade 7 - 2nd Year and Thereafter | \$2,968.60                  |
| Grade 8 - 1st Year                | \$3,140.70                  |
| Grade 8 - 2nd Year and Thereafter | \$3,183.50                  |
| Grade 9 - 1st Year                | \$3,355.40                  |
| Grade 9 - 2nd Year and Thereafter | \$3,398.70                  |

P. M. KITE, Chief Commissioner.

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## HEALTH EMPLOYEES' (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 356641 of 2017)

Before Chief Commissioner Kite

8 December 2017

### VARIATION

1. Delete the definition "Health and Security Assistant" in subclause (xxi) of clause 1, Definitions, of the award published 9 February 2018 (382 I.G. 168) and insert in lieu thereof the following.
  - (xxi) "Health and Security Assistant" means a person who has a Class 1A security licence under the *Security Industry Act, 1997* and who has the following responsibilities:
    - (i) Undertakes all security related duties of a security officer as directed by the employer; and
    - (ii) In addition:
      - (a) Undertakes limited duties associated with the care of patients and the provision of general assistance in wards; and/or
      - (b) Cleaning duties; and/or
      - (c) Undertaking routine clerical/administrative work (Level 1); and/or
      - (d) The primary functions usually undertaken by persons in the classification of Hospital Assistant Grade 1, 2 or 3; and/or
      - (e) The primary functions of any other classification of staff agreed to between the employer and the Union.

Where a Health and Security Assistant, during a shift, has the responsibility of being able to be involved in an immediate response to manage aggressive individuals and related security incidents, he or she must be able to immediately interrupt or cease their current activity in order to provide that response.

Where a Health and Security Assistant is recruited as part of a Ministry of Health co-ordinated recruitment campaign he or she can be employed for a period of four months without a class 1A security licence, but cannot continue to be employed for longer than four months without a licence. During the time prior to obtaining a 1A security licence they cannot undertake the duties set out in (i) above.

2. This variation shall take effect on and from 8 December 2017.

P. KITE , Chief Commissioner

**NURSES' (DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING, DISABILITY AND HOME CARE) (STATE) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 2018/195942)

Before Chief Commissioner Kite

27 June 2018

**AWARD**

**Arrangement**

**PART A**

| Clause No. | Subject Matter                                |
|------------|---|
| 1.         | No Extra Claims                               |
| 2.         | Definitions                                   |
| 3.         | General Conditions of Employment              |
| 4.         | Hours of Work and Free Time of Employees      |
| 5A.        | Pilot Roster Projects                         |
| 5.         | Rosters                                       |
| 6.         | Reasonable Workloads                          |
| 7.         | Classification of Positions                   |
| 8.         | Salaries                                      |
| 9A.        | Higher Grade Duty                             |
| 9.         | Special Allowances                            |
| 10.        | Penalty Rates for Shift Work and Weekend Work |
| 11.        | Uniforms                                      |
| 12.        | Overtime                                      |
| 13.        | Payment and Particulars of Salaries           |
| 14.        | Registration or Enrolment Pending             |
| 15.        | Permanent part-time and Casual Employees      |
| 16.        | Recreation Leave                              |
| 17.        | Senior Nurse Management Structure             |
| 18.        | Disputes                                      |
| 19.        | Grading Committee                             |
| 20.        | Anti-Discrimination                           |
| 21.        | Salary Sacrifice to Superannuation            |
| 22.        | Area, Incidence and Duration                  |

Schedule 1 - Nurse Manager and Administrative Support Positions, Large Residential Centres

**PART B**

**MONETARY RATES**

Table 1 - Salaries

Table 2 - Other Rates and Allowances

## **PART A**

### **1. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

### **2. Definitions**

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

"AHPRA" means Australian Health Practitioner Regulation Agency.

"Association" means the New South Wales Nurses' Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Community Residential Centre" (CRC) means any location where a direct service is provided to disability clients of the Department in a community residential environment which includes group homes, hostels, respite care centres.

"Community Support Services (CSS)" means any non-residential direct care service to clients including community based activity training centres, community support teams and specialist outreach services.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6a.m. and before 10a.m., otherwise than as part of the shift system.

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Employee" means, for the purposes of this award, a person who is appointed to a position in a classification listed in clause 7, Classification of Positions, and who is employed with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, including an "officer" as defined in the *Government Sector Employment Act 2013*.

"Experience", in relation to a trainee enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing who was formerly a student nurse, a residential care assistant or a residential support worker, includes experience as such student nurse, residential care assistant or residential support worker.

"Large Residence" means any large residential campus providing a range of services which may include accommodation, respite care, day activity services and some medical and paramedical services to clients. These include:

Metro Residences incorporating the Westmead, Rydalmere and Norton Road Residences;

Hunter Residences incorporating the Stockton, Casuarina Grove, Kanangra and Tomaree Residences;

Riverside Residence; and

Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

"Nurse" means an employee engaged in the industry of nursing in a classification covered by this Award.

"Resident Clients" means the annual average number of clients in permanent accommodation and clients occupying respite accommodation for the year ending 30 June each year.

"Service" for the purpose of clause 8, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse or as a residential care worker prior to 19 April 1999.

"Shift Worker" means a worker who is not a day worker as defined.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

### **3. General Conditions of Employment**

Except as otherwise provided in this award employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, that is the conditions of employment covering officers employed in organisations listed in Part 1 of Schedule 1 to the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014* and as contained from time to time in the *Public Service Personnel Handbook* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

Casuals shall also receive the following entitlements in accordance with the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*:

- (a) Unpaid parental leave in accordance with clause 12(iv) (d);
- (b) Personal Carers' entitlement in accordance with clause 12 (v); and
- (c) Bereavement entitlement in accordance with clause 12 (vi).

This entitlement is also set out at clause 15, Part II of this Award.

### **4. Hours of Work and Free Time of Employees**

- (i) The ordinary hours of work for day workers, exclusive of unpaid meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 AM and before 10.00 AM.
- (ii) The ordinary hours of work for shift workers, exclusive of unpaid meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
  - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that; employees who work eight hour shifts are entitled to 12 additional days off duty per annum, employees working ten hour shifts are entitled to one additional day off duty each five weeks, employees working other combinations of shifts are entitled to such number of additional days off duty per annum and will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
  - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work, shifts of less than eight hours each over 20 days in each cycle of 28 days.
- (iv) Each shift shall consist of no more than a total span of 12 hours with not less than eight hours break between each shift. Provided that an employee shall not work more than seven consecutive shifts unless the employee so requests, and local nursing management agrees, but in no case shall an employee be

permitted to work more than ten consecutive shifts. Provided also that in any such span of seven consecutive shifts an employee shall not be rostered for more than two quick shifts, i.e. an evening shift followed by a morning shift where the break between ordinary shifts is less than ten hours.

- (v) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the local management having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xii) of this clause.
- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii)
  - (a) Where an employee and her/his local management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of five. This limit on accumulation means that any employee who has already accumulated five ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
  - (b) Subject to service requirements management must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
  - (c) Any ADOs accumulated but not taken as at the date of termination of the employee, must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous, i.e. broken shifts shall not be worked.
- (ix) One 20 minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time.
- (x)
  - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than eight consecutive weeks, unless the employee so agrees.
  - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless the employee requests to be employed on night duty and the local management consents.
  - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end of semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
  - (d) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than ten weeks in any one year of training.
- (xi) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xii)
  - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days



except for overtime. Where practicable, days off shall be consecutive, unless an employee requests otherwise.

- (b) Where days off are preceded by a night shift an employee may be rostered to return on a morning shift by agreement between the employee and the employer.
  - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday, with the exception of subparagraph (b).
- (xiii) All rostered time off duty occupied by a trainee enrolled nurse or assistant in nursing in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations shall be deemed to be time worked.

## **5. Rosters**

- (i) The ordinary hours of work for each employee, other than the Principal and/or Nurse Manager Accommodation and Nursing Services, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency, provided that, where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 5, Hours of Work and Free Time of Employees, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

### **5A. Pilot Roster Projects**

- (i) Notwithstanding any other provision of this Award, pilot Roster Projects for the purposes of trialling flexible roster practices or 12 hour shifts may be implemented on the following basis:
  - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
  - (b) The terms shall include
    1. the duration of the project; and the conditions of the project; and
    2. the award provisions required to be overridden in order to implement the project; and
    3. review mechanisms to assess the effectiveness of the project.
  - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.

- (d) Any purported Roster Project Pilot which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.

## **6. Reasonable Workloads**

### (i) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment will take into account measured demand by way of clinical assessment, including dependency skill mix and geographical and other local requirements/resources;
- (b) the work performed by the nurse will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle;
- (c) the work will be consistent with the duties within the nurse's classification description and at a professional standard so that the care provided or about to be provided to a client shall be adequate, appropriate and not adversely affect the rights, health or safety of the client or nurse;
- (d) the workload expected of an nurse will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated;
- (e) a nurse will not be allocated an unreasonable or excessive nursing workload or other responsibilities;
- (f) a nurse shall not be required to work an unreasonable amount of overtime; and
- (g) a nurse's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.

### (ii) Skill Mix

- (a) The staffing mix at an individual unit level will be determined by an assessment of client's needs and the availability of support staff. This will involve a consolidated review of all existing client assessments and plans, including:
  - 1. the clients individual support plan;
  - 2. health assessments, health care plans or healthy lifestyle plans;
  - 3. nutrition and or swallowing assessments and any associated plans; and
  - 4. client risk behaviours, assessments and any associated management plans.

The above assessments may have been developed by a range of health and allied health professionals, in conjunction with registered nurses.

- (b) The review will identify the specific client needs on the unit that require the specialised input or supervision of a registered or enrolled nurse. It will also identify what client care and support tasks can be undertaken by an Assistant in Nursing. This will be the basis on which the staff mix for an individual unit will be determined and it will be translated into the unit roster.

- (c) The process will be documented by:
    1. listing the client assessments and plans considered in developing the staffing profile for the unit;
    2. identifying in writing the specialist input or supervision requirements for clients in the unit;
    3. identifying in writing the client care and support tasks that will be undertaken by an Assistant in Nursing; and
    4. completing on a standard roster template the shifts to be filled by an Assistant in Nursing, Enrolled Nurse and Registered Nurse.
  - (d) The recommendation on unit staffing will be forwarded to the facility Reasonable Workload Committee for endorsement.
- (iii) Role of reasonable workload committees
- (a) Reasonable workload committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, skill mix, training, and planning for devolution to community based services as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses.
  - (b) It is intended that the reasonable workload committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.
- (iv) Structure of reasonable workload committees
- (a) Upon request by the Association, nurse(s) employed in a Large Residential Service or the employer, a reasonable workload committee shall be established for the relevant service. Such requests shall be made to the Chief Executive Officer of the facility or the Regional Manager Accommodation and Respite as appropriate.
  - (b) Each reasonable workload committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the facility. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the workload committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
  - (c) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
  - (d) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
  - (e) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time

shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

- (v) Grievances in relation to workload
  - (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of clause 18, Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
  - (b) A grievance in relation to such matter shall first be raised at the unit level with the Nursing Unit Manager responsible (or the appropriate manager).
  - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse Manager or Principal Nurse Manager depending on the nursing executive structure of the facility in which the grievance has arisen.
  - (d) If the matter remains unresolved, it should be referred to the appropriate facility reasonable workload committee for consideration and recommendation to management.
  - (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of clause 18, Disputes in this Award.

## **7. Classification of Positions**

All employees to whom this award applies shall be appointed to a position which is classified in accordance with the following definitions:

"Assistant in Nursing" means a person, other than a registered nurse, trainee or enrolled nurse, who is employed in nursing duties, and includes for salary purposes a person currently undertaking an education program leading to registration by the Board.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Department and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which she/he is appointed, or such other qualifications or experience deemed appropriate by the Department.

"Clinical Nurse Educator" means a registered nurse who is required to implement and evaluate educational programs at the unit level. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in a unit/units and/or in complex health care CRC's .

A nurse will achieve Clinical Nurse Educator status by being required by the Centre to provide the educational programs detailed above. A Clinical Nurse Educator will be required to possess, or obtain within a specified period, a Certificate IV Workplace Assessor qualification.

"Clinical Nurse Specialist" means a registered nurse with relevant post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years post-basic registration experience, including three years experience in the relevant specialist field, and who satisfies the criteria determined by local management.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse - Medication Endorsed" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Nurse, Learning and Development Officer" means a registered nurse who has relevant experience and who is appointed to such a position who is responsible for the development, implementation and delivery of nursing and other Departmental education programs. Education programs shall mean courses conducted such as post-registration certificates, continuing nurse education, new graduate orientation, post-registration enrolled nurses' courses and, where applicable, general staff learning and development courses. A Nurse Learning and

Development Officer will be required to possess, or obtain within 12 months of appointment, a Certificate IV Workplace Assessor qualification.

A Learning and Development Officer who holds relevant tertiary qualifications in education or tertiary post-graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole Learning and Development Officer in a facility shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse, Learning and Development Officer shall be on completion of 12 months satisfactory service. Progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above shall progress to the 4th year rate after completion of 12 months satisfactory full-time service.

"Nurse Manager" means an employee who is allocated to a nurse manager grade in accordance with Schedule 1 of this part.

"Nurse Manager Accommodation and Nursing Services" means a registered nurse who has responsibility for the provision of supported accommodation, respite and associated support services in a residential centre. The Nurse Manager Accommodation and Nursing Services is responsible for the delivery of efficient and effective nursing services to achieve the aims of the Centre.

"Nurse Manager Learning and Development Unit" means a registered nurse who has responsibility for the coordination of Learning and Development services to Residences and on a regional basis and in conjunction with the Central Learning and Development Branch.

"Nurse Manager Resource Support Unit" means an employee who is responsible for the efficient and effective allocation of nursing resources on a daily basis.

"Nurse Systems Support Co-ordinator" means a registered nurse who is responsible for the monitoring, quality assurance and measurement systems for a Centre's services. The Nurse Systems Support Co-ordinator supports the Nursing Manager Accommodation and Nursing Services in designing, planning and reviewing the quality, efficiency and sufficiency of service systems in a Centre.

"Nurse Systems Support Officer" means a nurse who supports the Nurse Systems Support Co-ordinator by monitoring, analysing and reporting on service systems in a Centre.

"Principal Nurse Manager Accommodation and Nursing Services" means a registered nurse who is responsible for overseeing and coordinating the provision of supported accommodation, respite and associated support services at the Stockton Residences and Westmead/Rydalmere Residences.

"Residential Unit Nurse Manager" means a registered nurse in charge of a unit or group of units and shall include:

"Residential Unit Nurse Manager Level 1", whose responsibilities include:

- (a) Co-ordination of client services
  - 1. Liaison with all disciplines for the provision of services to meet client needs.
  - 2. The orchestration of services to meet client needs after discharge.
  - 3. Monitoring catering and transport services.
- (b) Unit management
  - 1. Implementation of Departmental policy:

2. Dissemination of information to all personnel.
3. Ensuring environmental safety.
4. Monitoring the use and maintenance of equipment.
5. Monitoring the supply and use of stock and supplies.
6. Monitoring cleaning services.

(c) Nursing staff management -

1. Direction, co-ordination and supervision of nursing activities.
2. Training, appraisal and counselling of nursing staff.
3. Rostering and/or allocation of nursing staff.
4. Development and/or implementation of new nursing practice according to client need.

"Residential Unit Nurse Manager Level 2", whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 1.

"Residential Unit Nurse Manager Level 3" whose responsibilities in relation to client services, unit management and staff management, are in excess of those of a Residential Unit Nurse Manager Level 2.

"Registered Nurse" means a person registered by the Board as such.

"Trainee Enrolled Nurse" means a person who is being trained under a program leading to enrolment by the Board.

"Unit" means a defined client residential area within a Large Residence or a complex health needs Community Residential Centre.

## **8. Salaries**

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

## **9. Special Allowances**

- (i) A registered nurse who is designated to be in charge of a unit for the majority of a day, evening or night shift when the Residential Unit Nurse Manager is not rostered for duty shall be paid an allowance as set in Item 1, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per shift.
- (ii) A registered nurse (does not apply to persons above the level of Clinical Nurse Educator) who is designated in charge of a Residence of not more than 100 resident clients in the absence of a Residential Unit Nursing Manager (or a more senior nurse) shall be paid an allowance as set out in Item 1 of Table 2, per shift.
- (iii) A registered nurse who is designated to be in charge of a unit when the Residential Unit Nursing Manager is not rostered for duty, and who is designated to be in charge of a Residence of not more than 100 resident clients on the same shift shall be paid an allowance as set out in Item 3 of Table 2, per shift.
- (iv) A registered nurse designated as the Rover in charge at Norton Road or Riverside Centres after hours in the absence of a Residential Unit Nurse Manager (or a more senior nurse) shall be paid an allowance as set out in Item 2, of Table 2, per shift.

- (v) A registered nurse who is designated as the Rover in charge at Casuarina Grove or Kanangra Centres after hours when a Residential Unit Nurse Manager (or a more senior nurse) is not rostered for duty shall be paid an allowance as set out in Item 4 of Table 2, per shift.
- (vi) A registered nurse who relieves in a Nurse Manager After Hours position during short absences of the substantive occupant shall be paid an allowance at a rate calculated on the difference between the rate of pay of the registered nurse and the rate of pay for Nurse Manager Grade 1 year 1 for the time so spent up to 2 hours and for the whole of the shift for time so spent in excess of 2 hours.
- (vii) A nurse who is required to accompany residents/clients on excursions, etc. which necessitate overnight stays shall be paid a minimum allowance equivalent to eight (8) hours pay at ordinary rates for each overnight stay.

#### **9A. Higher Grade Duty**

As consistent with clause 7, Classification of positions an employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

#### **10. Penalty Rates for Shift Work and Weekend Work**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 PM:
  - (a) Afternoon shift commencing at or after 10.00 a.m. and before 1.00p.m. - 10%;
  - (b) Afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m. - 12.5%;
  - (c) Nightshift commencing at or after 4.00 p.m. and before 4.00 a.m. - 15%; and  
Nightshift commencing at or after 4.00 a.m. and before 6.00 a.m. - 10%.
- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:
  - (a) "Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.
  - (b) "Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.

"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.
- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (iii) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 15, Permanent part-time and Casual Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 16, Recreation Leave.

## **11. Uniforms**

- (i) The Department shall pay an employee involved in direct care of a client allowances as follows:
  - (a) In lieu of supplying shoes to an employee, the Department shall pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances of Part B, Monetary Allowances.
  - (b) In lieu of supplying stockings to a female employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
  - (c) In lieu of supplying socks to an employee, the Department shall pay the said employee the sum as set out in Item 5 of the said Table 2.
  - (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (ii) The Department shall pay an employee involved in direct care of a client a laundry allowance as set out in Item 5 of the said Table 2. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (iii) Where the employer requires any employee to wear headgear, the facility shall provide headgear free of charge to the employee.
- (iv) Each employee whose duties regularly require them to work out of doors shall be supplied with suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (v) The allowances prescribed by subclauses (i) and (ii) of this clause shall be paid to employees who are involved in direct care of a client. Such payments will be in compensation for the cost of purchasing and maintaining suitable clothing.
- (vi) Provided that a limited number of employees transferred in 1991 under the provisions of Schedule 3 of the Health Administration Act are entitled to sufficient, suitable and serviceable uniforms including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price. In lieu of supplying a uniform to an employee, the Department may pay the said employee the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (vii) An employee, on leaving the service of an employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

## **12. Overtime**

- (i) Subject to subclause (iii) of this clause, all time worked by employees, other than the Principal Nurse Managers Accommodation and Nursing Services and the Nurse Managers Accommodation and Nursing Services, in excess of the rostered daily ordinary hours of work, shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that, overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.



- (ii)
  - (a) All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall be paid for at the applicable overtime rates.
  - (b) Time worked up to the rostered daily ordinary hours of work prescribed for the majority of full-time employees on that shift in the unit concerned shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
  - (c) All time worked by a permanent part-time employee in excess of the rostered daily ordinary hours prescribed for a full-time employee, or in excess of an average of 38 per week in each roster cycle, shall be paid for at overtime rates.
- (iii) An employee, other than the Principal Nurse Managers Accommodation and Nursing Services and Nurse Managers Accommodation and Nursing Services, recalled to work overtime after leaving the Department's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii), (iii) and (iv) of this clause, a nurse who works directed overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
  - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
  - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Employees cannot be compelled to take time off in lieu of overtime.
  - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the Department is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
  - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked, provided that, the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 15, Permanent part-time and Casual Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the Department's premises, and who is required to work for more than four hours, shall be allowed 20 minutes for the partaking of a meal and further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
  - (a) The meals referred to in subclause (v) and (vi) of this clause, shall be allowed to the employee free of charge. Where the Department is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
  - (b) The value of payments for meals shall be varied in accordance with variations to item 19 in Table 1 - Allowances of Part B of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009

- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees, shall apply.
- (ix) An employee who works so much overtime:
  - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift, that he or she has not had at least eight consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding his or her ordinary commencing time on his or her next day or shift;
 

shall, subject to this subclause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Department such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double time until released from duty for such period and he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (x) Subject to sub-clause (xi) below an employee may be directed by the Department Head or delegate to work overtime.
- (xi) An employee may refuse to work overtime where the working of such overtime would result in the employee working hours which are unreasonable.
- (xii) For the purposes of sub-clause (xii) above, what is unreasonable or otherwise will be determined having regard to:
  - (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
  - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.

### **13. Payment and Particulars of Salaries**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the Department in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the Department making their deposits with such financial institutions, but in such cases, the Department

shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment:

1. If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
2. If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.

(a) Overpayment:

1. In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
2. One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
3. Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
4. The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
5. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Department shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

#### **14. Registration or Enrolment Pending**

- (i) A trainee enrolled nurse who has passed the examination prescribed by the Board, completed the course of training and applied for enrolment shall, upon enrolment, be paid as from the date of application for enrolment the salary to which she or he would have been entitled if enrolled.
- (ii) A nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date she or he is notified that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse provided that she or he makes application for registration within seven days after being so notified.

## 15. Permanent Part-Time and Casual Employees

### Part I - Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed to work a specified number of hours each week which are less than those prescribed for a full-time employee. Provided that, the Department must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) Subject to subclause (iii) of this clause, employees engaged under Part 1 shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms, but shall not be entitled to an additional day off or part thereof, as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.
- (iii) Permanent part-time employees shall accrue recreation leave at the rate of four weeks per annum. clause 16, Recreation Leave, shall not apply to permanent part-time employees (except for subclause (v) of the said clause 16).
- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay, provided that an employee who is required to and does work ordinary hours on a public holiday shall have one day or one half day, as appropriate, added to her/his period of recreation leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to recreation leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (v) In this Part, ordinary pay, for the purposes of sick leave and recreation leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (vi) Employees engaged under this Part shall be entitled to all other benefits of this award, not otherwise expressly provided for herein, in the same proportion as their ordinary hours of work bear to full-time hours.

### Part II - Casual Employees

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 8, Salaries, plus fifteen per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 11, Uniforms.
- (iii) With respect to a casual employee, the provisions of clause 12, Overtime, and clause 16, Recreation Leave, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 16, Recreation Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (vi) Where a casual employee has been notified by the Department of a time to commence an engagement and that engagement is subsequently cancelled by the Department with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours.
- (viii) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
    1. the employee or employee's spouse is pregnant; or
    2. the employee is or has been immediately absent on parental leave.

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

- (ix) Personal Carers entitlement for casual employees
  - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (x) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
  - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) A Department Head 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.
  - (d) The casual employee shall, if required,
    1. (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
    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, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is

not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

- (x) A family member for the purposes of (ix)(a) above is:
- (a) a spouse of the staff member; or
  - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; 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 staff member or of the spouse or de facto spouse of the staff member; or
  - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

- (xi) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
  - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) A Department Head 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.
  - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

## 16. Recreation Leave

- (i) A full time shift worker shall accrue recreation leave at the rate of six weeks per annum, in recognition of the fact that they are required to work on public holidays unless rostered off duty on those days as part of their normal rostered days off.

A day worker shall accrue recreation leave at the rate of four weeks per annum.

- (ii)
- (a) A full time shift worker who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

- (b) A day worker who is required to and does work on a public holiday shall be paid in addition to the appropriate ordinary rate of pay, an additional rate of time and a half resulting in a total payment of double time and a half for time so time so worked. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that in lieu of the additional payment above the employee may elect to have an additional day added to their recreation leave and be paid at the rate of one half time extra for the time actually worked.
- (c) To leave prescribed by subclause (i) of this clause, there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the ten specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them), which may occur during the qualifying period for recreation leave or during the period of recreation leave.
- (iii) For the purpose of this clause the following are to be public holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, a full time shift worker is entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the Department following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v)
  - (a) In addition to the leave prescribed by subclause (i) of this clause, a full time shift worker who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional payment as follows:

| Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for recreation leave purposes | Additional Payment                   |
|---|--------------------------------------|
| 4 to 10   | 1/5th of one week's ordinary salary  |
| 11 to 17  | 2/5ths of one week's ordinary salary |
| 18 to 24  | 3/5ths of one week's ordinary salary |
| 25 to 31  | 4/5ths of one week's ordinary salary |
| 32 or more  | one week's ordinary salary           |

- (b) In lieu of payment employees, entitled to an additional payment by virtue of this subclause, may elect to take leave equivalent to the value of their additional payment entitlement. The election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (vi) The ability to elect to take leave under (ii)(b) and (v)(b) of this clause is not available to employees with excess recreation leave.

### **17. Senior Nurse Management Structure**

- (i) Each residence shall have a Nurse Manager Accommodation and Nursing Services in charge and such other support positions as agreed between the Department and the Association.
- (ii) The grading of Nurse Manager positions in each Residence will be determined in accordance with Schedule "1" of this Part.
- (iii) The grading of the Principal and Nurse Manager Accommodation and Nursing Services may be reviewed by the Department and the Association where there is a significant change in Resident Client numbers, and adjusted accordingly. Where the grading of such a position is altered to a lesser grade,

and the affected position is substantively occupied, the incumbent of the position will retain the higher grading on a personal basis.

### **18. Disputes**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any work location, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time, it must be referred by the nurse(s) immediate supervisor to the Department's nominee, and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at facility or Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the Department may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales, for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Department must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **19. Grading Committee**

A central Committee consisting of two representatives of the Department and two representatives of the Association shall be constituted to consider and make recommendations to the Department in relation to:

- (a) Any proposals to alter the grading of any existing or established new positions of Residential Unit Nursing Manager where agreement cannot be reached at the local level.
- (b) The grading of Nurse Manager positions which are affected by a change in Resident Client numbers.



- (c) The date of effect of any grading recommended.

Provided that:

1. An employee shall, whilst the grading or remuneration of his/her position is under consideration, be ineligible to be a member of the Committee;
2. the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
3. where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.
4. the limitation of retrospectivity shall not apply to RUNM positions that are re-graded as part of the transitional arrangements to the new award structure. This provision shall lapse effective 30 June 2005.

## **20. Anti-Discrimination**

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

Notes -

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

"Nothing in 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. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 8, Salaries, of this Award, and Part B to this Award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under clause 8 and Part B to this Award, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under clause 8 or one hundred (100) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee makes an election in terms of subclause (iii) of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under the:
  - (a) *Police Regulation (Superannuation) Act 1906*;
  - (b) *Superannuation Act 1916*;
  - (c) *State Authorities Superannuation Act 1987*;
  - (d) *State Authorities Non-contributory Superannuation Act 1987*; or
  - (e) *First State Superannuation Act 1992*,the employee's Department must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vi) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with their Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the Department or agency will continue to base contributions to that fund on the salary payable under clause 8 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the

Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## **22. Area, Incidence and Duration**

- (i) This award applies to all employees as defined in clause 2, Definitions.
- (ii) This Award rescinds and replaces the Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2017 published 6 October 2017 (381 I.G. 1184) and all variations thereof.
- (ii) This award will take effect from the first full pay period to commence on or after 1 July 2018 and remain in force until 30 June 2019.

## **SCHEDULE 1 OF PART A**

Nurse Manager and Administrative Support Positions, Large Residential Centres

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 8

Principal Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 7

Stockton, Metro Residences

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 5

Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere, Westmead.

Nurse Manager Accommodation and Nursing Services - Nurse Manager Grade 4

Tomaree and Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite.

Nurse Systems Support Coordinator (NSSC)

Level 4

Stockton, Rydalmere, Westmead

Level 3

Casuarina Grove, Kanangra

Level 2

Norton Road, Riverside

Level 1

Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite Cluster.

Nurse Systems Support Officer (NSSO)

Level 3

Stockton, Rydalmere, Westmead

Level 2

Casuarina Grove, Kanangra

Level 1

Norton Road, Riverside

Nurse Manager Learning and Development - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager Resource Support Unit - Nurse Manager Grade 3

Metro Residences, Hunter Residences

Nurse Manager After Hours - Nurse Manager Grade 1

Westmead, Rydalmere and Stockton

## **PART B**

### **MONETARY RATES**

**Table 1 - Salaries**

|  | 1st full pay period to commence on or after 01.07.18 (2.5%)<br>\$ per annum |
|--|---|
| Assistant in Nursing   |   |
| Under 18 years - 1st Year of Experience                      | 36,617  |
| Under 18 years - 2nd Year of Experience                      | 38,269  |
| Under 18 years - Thereafter                                  | 39,777  |
| Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult |   |
| Over 18 years - 1st Year of Experience                       | 43,217  |
| Over 18 years - 2nd Year of Experience                       | 44,596  |
| Over 18 years - 3rd Year of Experience                       | 45,989  |
| Over 18 years - 4th Year of Experience                       | 47,413  |
| Trainee Enrolled Nurse                                       |   |
| Under 18 years - 1st Year of Experience                      | 36,673  |
| Under 18 years - 2nd Year of Experience                      | 38,289  |
| Under 18 years - Thereafter                                  | 39,822  |
| Trainee Enrolled Nurse                                       |   |
| Over 18 years - 1st Year of Experience                       | 43,261  |
| Over 18 years - 2nd Year of Experience                       | 44,640  |
| Over 18 years - 3rd Year of Experience                       | 46,041  |
| Thereafter   | 47,481  |
| Enrolled Nurse   |   |
| 1st Year of Service  | 53,096  |
| 2nd Year of Service  | 54,259  |
| 3rd Year of Service  | 55,430  |
| 4th Year of Service  | 56,603  |
| Thereafter   | 57,784  |

|  |         |
|--|---------|
| Enrolled Nurse - Medication Endorsement  |         |
| 1st Year   | 55,887  |
| 2nd Year   | 57,089  |
| 3rd Year   | 58,300  |
| 4th Year   | 59,514  |
| 5th Year & Thereafter  | 60,734  |
|  |         |
| Nurses undergoing pre-registration training other than as a student                              | 51,904  |
|  |         |
| Registered Nurse   |         |
| 1st Year of Service  | 60,195  |
| 2nd Year of Service  | 63,484  |
| 3rd Year of Service  | 66,755  |
| 4th Year of Service  | 70,265  |
| 5th Year of Service  | 73,746  |
| 6th Year of Service  | 77,237  |
| 7th Year of Service  | 81,197  |
| 8th Year of Service  | 84,545  |
|  |         |
| Clinical Nurse Consultant  |         |
| 1st Year   | 105,763 |
| 2nd Year   | 108,182 |
|  |         |
| Clinical Nurse Specialist<br>* No further appointments to this classification after 30 June 2004 | 87,992  |
|  |         |
| Clinical Nurse Educator  | 87,992  |
|  |         |
| Nurse Learning and Development Officer   |         |
| 1st Year   | 97,608  |
| 2nd Year   | 100,354 |
| 3rd Year   | 102,817 |
| 4th Year   | 108,183 |
|  |         |
| Residential Unit Nurse Manager<br>Level 1  | 106,054 |
| Residential Unit Nurse Manager<br>Level 2  | 111,087 |
| Residential Unit Nurse Manager<br>Level 3  | 114,072 |
|  |         |
| Nurse Systems Support Officer  |         |
| Level 1  | 95,025  |
| Level 2  | 101,058 |
| Level 3 - 1st Year   | 105,763 |
| Level 3 - 2nd Year   | 107,915 |
|  |         |
| Nurse Systems Support Co-ordinator   |         |
| Level 1  | 101,058 |
| Level 2 - 1st Year   | 105,763 |
| Level 2 - 2nd Year   | 107,915 |
| Level 3 - 1st Year   | 105,763 |
| Level 3 - 2nd Year   | 107,915 |
| Level 3 - 3rd Year   | 110,058 |
| Level 3 - 4th Year   | 112,239 |
| Level 4 - 1st Year   | 110,058 |
| Level 4 - 2nd Year   | 112,239 |

|  |  |         |
|--|--|---------|
| Nurse Manager Learning and Development Unit  |  |         |
| 1st Year   |  | 116,544 |
| 2nd Year   |  | 118,716 |
| Nurse Manager Resource Support Unit  |  |         |
| 1st Year   |  | 116,544 |
| 2nd Year   |  | 118,716 |
| Nurse Manager  |  |         |
| Grade 1 - 1st Year   |  | 105,763 |
| Grade 1 - 2nd Year   |  | 107,915 |
| Grade 2 - 1st Year   |  | 110,058 |
| Grade 2 - 2nd Year   |  | 112,239 |
| Grade 3 - 1st Year   |  | 116,544 |
| Grade 3 - 2nd Year   |  | 118,716 |
| Grade 4 - 1st Year   |  | 123,029 |
| Grade 4 - 2nd Year   |  | 125,184 |
| Grade 5 - 1st Year   |  | 129,483 |
| Grade 5 - 2nd Year   |  | 131,670 |
| Grade 6 - 1st Year   |  | 135,984 |
| Grade 6 - 2nd Year   |  | 137,992 |
| Grade 7 - 1st Year   |  | 146,765 |
| Grade 7 - 2nd Year   |  | 148,936 |
| Grade 8 - 1st Year   |  | 157,554 |
| Grade 8 - 2nd Year   |  | 159,710 |
| Nurse Manager After Hours<br>Westmead, Rydalmere and Stockton, Casuarina Grove   |  |         |
| 1st Year   |  | 105,763 |
| 2nd Year   |  | 107,915 |
| Principal Nurse Manager Accommodation and Nursing Services   |  |         |
| 1st Year   |  | 146,765 |
| 2nd Year   |  | 148,936 |
| Nurse Manager Accommodation and Nursing Services<br>Tomaree, Summer Hill Group Homes, Summer Hill Respite and<br>Liverpool Respite |  |         |
| 1st Year   |  | 123,029 |
| 2nd Year   |  | 125,184 |
| Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton,<br>Rydalmere and Westmead   |  |         |
| 1st Year   |  | 129,483 |
| 2nd Year   |  | 131,670 |

**Table Two - Other Rates and Allowances**

| Item No. | Clause No.  | Allowance<br>(Wage Type)  | 1st Full Pay<br>Period to<br>commence on or<br>after 01.07.18<br>(2.5%) per shift<br>\$ |
|----------|-------------|---|---|
| 1        | 9(i) & (ii) | Registered Nurse in charge of Unit in absence of RUNM or in charge of Residence of not more than 100 resident clients | 32.93   |
| 2        | 9(iv)       | Registered Nurse designated as the Rover in charge of a residence after hours (Norton Road, Riverside)                | 32.93   |

|   |            |   |                |
|---|------------|---|----------------|
| 3 | 9 (iii)    | Registered Nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients      | 49.50          |
| 4 | 9(v)       | Registered Nurse designated as the Rover in charge of a residential centre after hours (Casuarina Grove and Kanangra) | 49.50          |
|   |            |   | Per week<br>\$ |
| 5 | 11(i)      | Uniform Allowance   | 6.11           |
|   | 11(iii)(a) | Shoe Allowance  | 1.88           |
|   | 11(iii)(b) | Stocking Allowance  | 3.17           |
|   | 11(iii)c   | Sock Allowance  | 0.59           |
|   | 11(iv)     | Laundry Allowance   | 5.08           |

P. M. KITE, Chief Commissioner

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**PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(Case No. 2018/184364)

Before Chief Commissioner Kite

26 June 2018

**AWARD**

**PART A**

**1. Arrangement**

PART A

| Clause No. | Subject Matter   |
|------------|--|
| 1.         | Arrangement  |
| 2.         | Area, Incidence and Duration   |
| 3.         | Classifications and Salaries,  |
| 4.         | All Incidence of Employment Allowance  |
| 5.         | Hours of Work and Overtime   |
| 6.         | Leave Entitlements   |
| 7.         | Family and Community Service Leave,<br>Personal/Carer’s Leave and Flexible Use of other<br>Leave Entitlements. |
| 8.         | Saving of Rights   |
| 9.         | Anti-Discrimination  |
| 10.        | Dispute Avoidance and Settling Procedures  |
| 11.        | No Extra Claims  |

PART B

Monetary Rates

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

**2. Area, Incidence and Duration**

- (a) This award shall apply to the employees employed in the classifications specified in clause 3, Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award made on 22 June 2017 (Vol. 381 I.G. 1211) and the unpublished award made 6 October 2017.
- (c) This award shall take effect on and from 1 July 2018 and the award will remain in force until 30 June 2019.

**3. Classification and Salaries, Adjustments to Rates of Pay**

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.



- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

#### **4. All Incidence of Employment Allowance**

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B, Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

#### **5. Hours of Work**

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

#### **6. Leave Entitlements**

- (a)
  - (i) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
  - (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months, or a longer period if the Editor of Debates considers that appropriate given the requirements of the department.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.

- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51 and 51A of the Crown Employees (Parliament House Conditions of Employment) Award 2015 or any replacement thereof.

## **7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements**

### **7.1 Definitions**

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  1. 'relative' means - person related to blood, marriage or affinity;
  2. 'affinity' means - 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.

### **7.2 Family and Community Service Leave - general**

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
  - (i) 2 ½ days in the employee's first year of services;
  - (ii) 2 ½ days in the employee's second year of service; and
  - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in subclause 7.1, Definitions above.

7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

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

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the employee being responsible for the care and support of the person concerned, and
  - (ii) the person concerned being as defined in subclause 7.1, Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

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

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

#### 7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All Incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

#### 7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

#### 7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

#### 7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

### **8. Saving of Rights**

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

### **9. Anti-Discrimination**

- (i) It is the Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the *Industrial Relations Act 1996* to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

### **10. Dispute Avoidance and Settling Procedures**

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

#### **Step 1**

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

#### **Step 2**

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

#### **Step 3**

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

#### **Step 4**

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

## 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 Parliamentary Reporting Staff (Salaries) 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

### Monetary Rates

**Table 1 - Salaries effective from the first full pay period after:**

| Classification      | 1 July 2017<br>\$ | 1 July 2018<br>\$ |
|---------------------|-------------------|-------------------|
| Reporter            |                   |                   |
| 1st year of service | 91559             | 93848             |
| 2nd year of service | 95236             | 97617             |
| 3rd year of service | 100246            | 102752            |
| 4th year of service | 104395            | 107005            |
| 5th year of service | 107398            | 110083            |
| Senior Reporter     | 110584            | 113349            |
| Sub Editor          | 119131            | 122109            |
| Senior Sub Editor   | 126227            | 129383            |
| Deputy Editor       | 134001            | 137351            |

**Table 2 - All Incidence of Employment Allowance - all classifications**

| 1 July 2017<br>\$ | 1 July 2018<br>\$ |
|-------------------|-------------------|
| 18462             | 18924             |

P. M. KITE, Chief Commissioner.

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**PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE)  
AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 2018/199826)

Before Chief Commissioner Kite

29 June 2018

**AWARD**

**PART A**

**1. Arrangement**

PART A

| Clause No. | Subject Matter  |
|------------|---|
| 1          | Arrangement   |
| 2          | No Extra Claims   |
| 3          | Definitions   |
| 4          | Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education |
| 4A         | Multiple Assignments  |
| 5          | Pilot Roster Projects   |
| 6          | Introduction of Change  |
| 7          | Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education                      |
| 8          | Rosters   |
| 9          | Salaries  |
| 10         | Salary Sacrifice to Superannuation  |
| 11         | Leave for Matters arising from Family Violence  |
| 12         | Special Allowances  |
| 13         | Continuing Education Allowance  |
| 14         | Climatic and Isolation Allowances   |
| 15         | Penalty Rates for Shift Work and Weekend Work   |
| 16         | Fares and Expenses  |
| 17         | Special Rates and Conditions  |
| 18         | Telephone Allowance   |
| 19.        | Deliberately Left Blank   |
| 20         | Mobility, Excess Fares & Travelling   |
| 21         | Car Allowance   |
| 22         | Provision of Communication Device   |
| 23         | Uniform and Laundry Allowances  |
| 24         | Higher Grade Duty   |
| 25         | Overtime  |
| 26         | Escort Duty   |
| 27         | Payment and Particulars of Salaries   |
| 28         | Registration Pending  |
| 29         | Part-time, Casual and Temporary Employees   |
| 30         | Annual Leave  |

|    |  |
|----|--|
| 31 | Annual Leave Loading   |
| 32 | Family and Community Services Leave and Personal/Carers' Leave                         |
| 33 | Long Service Leave   |
| 34 | Maternity, Adoption and Parental Leave   |
| 35 | Military Leave   |
| 36 | Repatriation Leave   |
| 37 | Sick Leave   |
| 38 | Accommodation and Board  |
| 39 | Grading Committee  |
| 40 | Grading of Nurse/Midwife Manager Positions   |
| 41 | Deputy Directors of Nursing, Assistant Directors of Nursing                            |
| 42 | Proportion   |
| 43 | Medical Examination of Nurses  |
| 44 | Domestic Work  |
| 45 | Termination of Employment  |
| 46 | Labour Flexibility   |
| 47 | Right of Entry   |
| 48 | Disputes   |
| 49 | Anti-discrimination  |
| 50 | Exemptions   |
| 51 | Salary Packaging   |
| 52 | Deduction of Union Membership Fees   |
| 53 | Staffing Arrangements  |
| 54 | Trade Union Activities   |
| 55 | Learning and Development Leave   |
| 56 | Career Break Scheme  |
| 57 | Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses |
| 58 | Commitments During Life of this Award  |
| 59 | Area, Incidence and Duration   |

## PART B

### MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

## 2. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

## 3. Definitions

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

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

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment



Where:

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

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

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

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

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Ambulance Service" means the Ambulance Service of NSW.

"Area Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse Managers.

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing/midwifery duties in a public hospital or public health organisation.

"Assistant Director of Nursing/Midwifery" - refer to Schedule 1, Nurse Managers.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

"Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Clinical Nurse Educator/Clinical Midwife Educator" means a Registered Nurse/Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator shall provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

Delivers competent nursing education in the ward/unit;

Contributes to the development of colleagues;

Supports less experienced staff and acts as preceptor for new staff;

Acts as the preceptor in orientations to the ward/unit;

Provides day to day clinical education support in the ward/unit;

- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 shall satisfy the following minimum criteria:

Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post-registration experience, including three years experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:

- a) actively contributes to the development of clinical practice in the ward/unit/service;
- b) acts as a resource and mentor to others in relation to clinical practice; and
- c) actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

Exercises extended autonomy of decision making;

Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:

- leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
- specialist clinical practice across a small or medium sized health facility/sector/service; or
- primary case management of a complete episode of care; or

primary case management of a continuum of specialty care involving both inpatient and community based services; or

an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Ministry" means the NSW Ministry of Health.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse/Midwife Managers.

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered by the Board as an enrolled nurse.

"Enrolled Nurse without medication qualification - Special Grade" means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Enrolled Nurse - Special Grade" means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Experience" in relation to an assistant in nursing, means experience both before and/or after the commencement of this Award, whether within New South Wales or elsewhere and, in the case of an Enrolled nurse, an Enrolled Nurse without medication qualification or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"Flight Nurse" means a registered nurse employed by the Ambulance Service who is engaged in nursing duties with the Ambulance Service of New South Wales.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act 1997*) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* or its successors, assignees or transmitters.

"Local Health District" includes Specialist and Additional Networks and means a public health organisation established pursuant to the provisions of the *Health Services Act* of 1997 including all public hospitals, facilities and other establishments and health services under the control and management thereof.

"Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse/Midwife Managers.

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs shall mean courses/programs such as:

Post-registration certificates;

Continuing nurse/midwife education;

Transition programs for newly registered nurses and midwives and newly enrolled nurses;

Post-enrolment enrolled nurses' courses; and,

General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 shall be responsible for one of the following:

A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;

A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or

A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 shall be responsible for one of the following:

A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or

The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of clause 53, Staffing Arrangements that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

"Nurse/Midwife Manager" means any employee who is allocated to a nurse manager grade in accordance with clause 40 of this award.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such to a position approved by the Secretary NSW Health and who is endorsed by the Board, to practise as a nurse/midwife practitioner.

"Nurse/Midwife Practitioner Year 3 and Thereafter" means a registered nurse/midwife appointed as such to a position approved by the Director-General and who is endorsed by the Board to practise as a Nurse/Midwife Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the *Nurses' Act* 1991.

Provided that a Nurse/Midwife Practitioner shall not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion

of twelve months' service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter."

"Nursing/Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and shall include:

"Nursing/Midwifery Unit Manager Level 1", whose responsibilities include:

(a) CO-ORDINATION OF PATIENT SERVICES -

liaison with all health care disciplines for the provision of services to meet patient needs;

the orchestration of services to meet patient needs after discharge;

monitoring catering and transport services.

(b) UNIT MANAGEMENT -

implementation of hospital/health service policy;

dissemination of information to all personnel;

ensuring environmental safety;

monitoring the use and maintenance of equipment;

monitoring the supply and use of stock and supplies;

monitoring cleaning services.

(c) NURSING STAFF MANAGEMENT -

direction, co-ordination and supervision of nursing activities;

training, appraisal and counselling of nursing staff;

rostering and/or allocation of nursing staff;

development and/or implementation of new nursing practice according to patient need.

"Nursing/Midwifery Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

"Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

"Public Health Organisation" means:

(a) a Local Health District or;

(b) a statutory health corporation, or;

(c) an affiliated health organisation in respect of its recognised establishments and recognised services;

"Public Hospital" means:

(a) a hospital controlled by a Local Health District or;

(b) a hospital controlled by a statutory health corporation, or;

- (c) a hospital that is a recognised establishment of an affiliated health organisation, or:
- (d) a hospital controlled by the Crown (including the Minister or the Secretary, NSW Health).

"Registered Nurse" means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

"Residential Care Nurse" means a person other than a Registered Nurse, Enrolled Nurse or an Enrolled Nurse without medication qualification, who is employed in the delivery of nursing care to clients in residential settings conducted by or on behalf of public hospitals or public health organisations, and which are located either in the general community or in the grounds of public hospitals, excepting any "off campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service. The duties performed by Residential Care Nurses shall comprise assisting with the care of residents which may include the supervision, training and assistance of residents in the performance of household tasks such as laundry, kitchen, general maintenance or other personal support tasks.

"Senior Nurse/Midwife Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Ministry, or one of the following certificate or diploma courses:-

- Associate Diploma in Community Health -  
College of Nursing, Australia; N.S.W. College of Nursing;
- Associate Diploma in Nursing Administration -  
College of Nursing, Australia; N.S.W. College of Nursing;
- Associate Diploma in Nursing Education -  
College of Nursing, Australia; N.S.W. College of Nursing,  
Newcastle College of Advanced Education;
- Certificate in Operating Theatre Management -  
N.S.W. College of Nursing;
- Certificate in Operating Theatre Technique -  
College of Nursing, Australia;
- Certificate in Coronary Care -  
N.S.W. College of Nursing;
- Certificate in Orthopaedic Nursing -  
N.S.W. College of Nursing;
- Certificate in Ward Management -  
N.S.W. College of Nursing;
- Midwife Tutor Diploma -  
College of Nursing, Australia, or Central Midwives Board, London;
- Occupational Health Nursing Certificate -  
N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Award shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

"Shift Worker" means a worker who is not a day worker as defined.

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

#### **4. Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education**

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(ii)

- (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(iii)

- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive PD2017\_028 Leave Matters for the NSW Health Service); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(iv)

- (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
- (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.

(v)

- (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and the employer having regard to the service requirements of



the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.

- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vii)
  - (a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
  - (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
  - (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.
- (viii) Except for breaks for meals the hours of duty each day shall be continuous.
- (ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:
  - Breakfast - between 6am and 9am
  - Midday Meal - between 12 noon and 2pm
  - Evening Meal - between 5pm and 7pm
  - Night Meal - between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

- (x)
  - (a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.
  - (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
  - (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
  - (d) In lieu of the meal breaks in subclause (ix) and tea breaks in this subclause, the following crib break provisions shall apply to HealthShare Patient Transport Services (PTS) employees only;

- i. HealthShare PTS employees working shifts of less than 12 hours duration shall have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
  - ii. HealthShare PTS employees working a roster of 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.
  - iii. HealthShare PTS employees who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, shall receive an additional payment of one hour at ordinary time rates.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
  - (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
  - (xiii) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.
  - (xiv)
    - (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
    - (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
    - (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
    - (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.
  - (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
  - (xvi)
    - (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, i.e. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.
    - (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.

- (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

(xvii)

- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 12, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.
- (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
- (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.

(xviii) An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

#### **4A. Multiple Assignments**

- (i) Multiple assignments exist when an employee has more than one position under this Award within the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification shall not count for the purposes of incremental progression in the higher classification.
- (iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

#### **Multiple Assignments within a Single Public Health Organisation**

- (v) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:
  - (a) The work performed in each of an employee's assignments shall be aggregated for the purposes of determining all of the employee's entitlements under this Award.

#### **Hours, Additional Days Off and Overtime**

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments shall not exceed the hours of work as set out in clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education.

- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in subclause (i)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for day workers or subclause (ii)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for shift workers they will be considered as a full time employee for the purposes of the Award and:
  - 1. that employee is entitled to additional days off in accordance with subclause (iii) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, and
  - 2. subclause (ii)(a) of clause 25, Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:
  - 1. subclause (ii)(b) of clause 25, Overtime, shall apply for the purposes of overtime, and
  - 2. all ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated for the purposes of subclause (ii)(b) of clause 25, Overtime, and treated as if it were worked under a single assignment.
- (e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above and subclauses (xi)(a)-(c) of clause 25, Overtime, do not apply;
  - 1. subclauses (c)(2) and (d)(1) of this subclause shall not apply to time worked in that assignment provided that,
  - 2. ordinary hours worked in that assignment shall be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.
- (f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of clause 25, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

#### Temporary Employees

- (j) Where an employee has an assignment to which Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, shall only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of subclauses (m) and (n) of this subclause shall not apply to the temporary assignment provided that subclause (iii) of Part III - Temporary Employees, of clause 29, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

Employees engaged as part-time employees as at 30 June 1986

(k) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, shall cease to apply and the employee will be a permanent part time employee for the purposes of the Award.

(l) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, shall not apply to any of their assignments.

Leave

- (m) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (n) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of subclause (i)(a) of clause 37, Sick Leave.
- (o) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they shall be entitled to six weeks annual leave in accordance with subclause (i)(a) of clause 30, Annual Leave.
- (q) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.
- (r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (s) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:

1. the position/s currently held
  2. the facility in which the existing position/s are worked
  3. the classification/s under which they are engaged in each position
  4. the number of ordinary hours worked in each position
  5. any regular additional hours or overtime that is worked in each position
  6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (t) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
1. the position they have applied for
  2. the facility in which the proposed new assignment is to be worked
  3. the classification under which they would be engaged in the new assignment
  4. the number of ordinary hours to be worked in the proposed assignment
  5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (u) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

#### Multiple Assignments across Different Public Health Organisations

- (vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:
- (a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Registered Nurse who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
  - (b) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.

- (c) Service in all assignments will be aggregated for the purposes of calculating long service leave and family and community service leave entitlements.
- (d) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.
- (e) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (f) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 25, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (g) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (v) of this clause shall apply to those assignments which are within a single Public Health Organisation.

#### Changes to the composition of Public Health Organisations

- (vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.
- (viii) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (v) of this clause previously applied to then be subject to subclause (vi) of this clause, subclause (v) of this clause shall continue to apply (to the exclusion of subclause (vi) of this clause) to those assignments until one of them is terminated.

### **5. Pilot Roster Projects**

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:
  - (a) The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and the employer does not agree to introduce a Pilot Roster Project in the terms proposed, the employer shall provide its reasons in writing to the Association or the nurses concerned.
  - (b) The terms shall include
    - (1) the duration of the project; and
    - (2) the conditions of the project; and
    - (3) the award provisions required to be overridden in order to implement the project; and
    - (4) review mechanisms to assess the effectiveness of the project.
  - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
  - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.

- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Ministry.
- (iii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association shall be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (v) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:
  - (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
  - (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.

or

The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.

- (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
- (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
- (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
- (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
- (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
- (h) The minimum break between shifts shall be 11.5 hours.
- (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
- (j) No overtime shall be worked in conjunction with a 12 hour shift.
- (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
- (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two



weeks' notice shall be required, or such lesser period of time as may be agreed to by the public health organisation.

- (m) Where a 12 hour shift system is in place management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected employees to cease a 12 hour shift system, three months notice of the intended cessation shall be given to employees.

## **6. Introduction of Change**

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this Award, the employer shall notify the Association and employees who may be affected by the proposed changes. Discussions shall commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
  - i. termination of employment;
  - ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;
  - iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
  - iv. the alteration of hours of work for a class or group of employees; or
  - v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer shall discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- (d) For the purpose of such discussion, the employer shall provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Ministry or Director-General of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009* (the GIPA Act).
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E Communication During Leave, of clause 34, Maternity, Adoption and Parental Leave.
- (f) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act 2011*, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to Consult Workers", as varied from time to time.

## **7. Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education**

- (i) A Director of Nursing or Area Manager, Nurse Education shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.

- (iii) A Director of Nursing or Area Manager, Nurse Education shall, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.

#### **8. Rosters**

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster. From 1 October 2018, the roster shall be displayed at least four weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

#### **9. Salaries**

- (i) The minimum salaries per week to be paid to employees shall be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation "does not hold a Board approved qualification in medicines administration" removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

#### **10. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to

superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.

- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the employers agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
  - (a) the *Police Regulation (Superannuation) Act 1906*;
  - (b) the *Superannuation Act 1916*;
  - (c) the *State Authorities Superannuation Act 1987*;
  - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
  - (e) the *First State Superannuation Act 1992*

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

## 11. Leave for Matters Arising from Family Violence

- (i) In this clause family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- (ii) The leave entitlements provided for in clause 37, Sick Leave and clause 32, Family and Community Services Leave of this Award may be used by staff members experiencing family violence.
- (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, the employer shall grant up to five days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
- (iv) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
- (v) Personal information concerning family violence will be kept confidential by the employer.
- (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## 12. Special Allowances

- (i)
  - (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.
  - (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
  - (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
  - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item 4, of Table 2 of Part B.
  - (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the Ministry for a "casual" user. The provisions of this paragraph shall apply to all employees.
  - (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 4, Grade 5 and Grade 6 when required to remain on call for the purpose of the performance of clinical duties.

(iii)

- (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she shall be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
- (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the amount set in the said Item 6.
- (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.

(iv) An employee required to wear a lead apron shall be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee shall be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.

(v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, shall be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance shall also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance shall also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.

(vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance shall also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.

(vii)

(a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.

(b) An employee rostered to be on call shall be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.

(c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):

1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.

2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding

penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.

3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 25, Overtime.
- (viii) An Enrolled Nurse or an Enrolled Nurse without medication qualification employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia shall be paid an allowance as set out in Item 18 of Table 2 of Part B.
- (ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 9 (b), of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

### **13. Continuing Education Allowance**

- (i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Item 23 of the said Table 2.

- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Item 24 of the said Table 2.
- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Item 25 of the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur from the first full pay period commencing on or after 30 June 2009.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this Award,

negotiations between the NSW Ministry of Health and the Association must occur prior to referral to the Industrial Relations Commission for determination.

#### **14. Climatic and Isolation Allowances**

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

#### **15. Penalty Rates for Shift Work and Weekend Work**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.  
  
Afternoon shift commencing at 10am and before 1pm - 10%.  
  
Afternoon shift commencing at 1pm and before 4pm - 12.5%.  
  
Nightshift commencing at 4pm and before 4am - 15%.  
  
Nightshift commencing at 4am and before 6am - 10%.
- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:  
  
"Day shift" means a shift which commences at or after 6am and before 10am.  
  
"Afternoon shift" means a shift which commences at or after 10am and before 4pm.  
  
"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.
- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.



The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Award, except as provided in clause 30, Annual Leave.
- (vi) This clause shall not apply to Nurse/Midwife Managers classified Grade 4 or above.

#### **16. Fares and Expenses**

- (i) An employee required to travel in the performance of duty shall be reimbursed first-class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (ii)
  - (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.
  - (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Subclauses (ii) and (iii) of this clause shall not apply to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (v) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vi) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

#### **17. Special Rates and Conditions**

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B shall be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals:-

Registered Nurses/Midwives;

All Enrolled Nurse classifications; or

Assistants in Nursing.

(NOTE: These additional rates are compensation for overtime and adverse conditions.)

- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital shall be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by a Local Health District shall be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates) and shall be adjusted from time to time in accordance with any general wage movements in this Award. Part time and Casual employees shall be paid this allowance on a pro rata basis.
- (iv) All nurses employed by the Justice Health Service shall be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance shall be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates), and shall be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees shall be paid this allowance on a pro rata basis.

#### Air Ambulance Service

- (v) In addition to the weekly rate of pay prescribed by clause 9, Salaries, Flight Nurses shall receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance shall not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance shall not be payable on annual leave, long service leave or sick leave.
- (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours shall be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.
- (vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight shall be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below shall be paid unless a meal is provided.
- (ix) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).

#### Team Leader

- (x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this Award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.
- (xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:
  - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.

- (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
- (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

### **18. Telephone Allowance**

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer shall be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

### **19. Deliberately Left Blank**

### **20. Mobility, Excess Fares and Travelling**

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
  - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
  - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
  - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (iii)
  - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed

place of work being given. An employer shall only make such a determination where it is reasonable in all the circumstances to do so.

- (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
- (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).

(iv)

- (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
- (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess shall be reimbursed.
- (c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced).

(v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.

(vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

## **21. Car Allowance**

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the rates prescribed by Item 6 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced).

## **22. Provision of Communication Device**

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

## **23. Uniform and Laundry Allowances**

(i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the

corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.

- (ii) An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
  - (a) In lieu of supplying uniforms and shoes to an employee, an employer shall pay the said employee the sum as set out in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week shall also be paid.
  - (b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv)
  - (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
  - (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where the employer requires any employee to wear headgear, the employer shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.
- (vii) The Ambulance Service shall provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:
  - (a) For female employees:
    - 1 Uniform Jacket
    - 3 Culotte Mid-weight Skirts
    - 2 Winter weight Culotte Skirts
    - 3 Slacks
    - 4 Blouses (2 long sleeve, 2 short sleeve)
    - 1 Pair of Shoes
    - 1 Handbag
    - 1 Cardigan
    - 1 Raincoat
    - 1 Parka
  - (b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers' uniform shall be provided.

#### **24. Higher Grade Duty**

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

- (ii) Where an employee acts in a vacant management position covered by this Award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

## 25. Overtime

- (i)
  - (a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
  - (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
    - (i) any risk to employee health and safety;
    - (ii) the employee's personal circumstances including any family and carer responsibilities;
    - (iii) the needs of the workplace or enterprise;
    - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
    - (v) any other relevant matter.
- (ii)
  - (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
  - (b) Employees employed pursuant to Part 1 of clause 29, Part Time, Casual and Temporary Employees, (i.e. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive PD2014\_039 Nurses and Midwives - Permanent Part-time - Overtime provisions for on call roster, as amended from time to time. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
  - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.

- (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.
  - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
  - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
  - (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
  - (vii)
    - (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
    - (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Treasury Circular Industrial Relations NSW TC 17-10 Review of Meal, Travelling and Other Allowances (as amended or replaced)
  - (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall apply.
  - (ix) An employee who works so much overtime:
    - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
    - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift; shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
    - (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:

- (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
- (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 12, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
  - (a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
  - (b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
  - (c) the Nurse/Midwife Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

#### **26. Escort Duty**

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this award. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
  - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
  - (b) Periods in travelling shall count as working time.

#### **27. Payment and Particulars of Salaries**

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer shall



take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 45, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
  - (a) Underpayment:
    - (i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
    - (ii) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
  - (b) Overpayment
    - (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
    - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
    - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
    - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
    - (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the Ministry shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
    - (vi) Subject to the provisions of paragraphs (ii) and (iii) above, where the circumstances make it appropriate the Chief Executive of the Public Health Organisation or delegate may exercise discretion in regard to recovery of overpayments.

## **28. Registration Pending**

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse shall, upon registration by the Board be paid as from the date of application for registration the salary to which she or he would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

## **29. Part-Time, Casual and Temporary Employees**

### **PART I - PERMANENT PART-TIME EMPLOYEES**

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 8, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 23, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30 shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

## **PART II - CASUAL EMPLOYEES**

### A. General Provisions

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 19, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, Clause 55, Learning and Development Leave and sub-clause (vii) of clause 38, Accommodation and Board, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II in respect of such work.

- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

B. Casual Conversion

- (i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
  - (a) whether the employee will convert to full-time or part-time employment; and
  - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment

and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### **PART III - TEMPORARY EMPLOYEES**

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 8, Salaries, of this award, provided that this subclause shall cease to apply upon:
  - (a) the said period of engagement being extended after the said period of 13 weeks;
  - (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

### **PART IV - SAVINGS PROVISIONS**

- (i) Employees engaged as part-time employees as at 30 June 1986 shall be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award shall not apply. Further, part-time employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.
- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, shall be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee shall not be entitled

to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.

- (vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave of this award shall not apply to such part-time employees who shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

### **30. Annual Leave**

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:
  - (a) Employees required to work on a seven day basis - six weeks annual leave.
  - (b) All other employees - four weeks annual leave.
- (ii)
  - (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
  - (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a substituted day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
  - (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
  - (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
  - (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.
- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v) An employee shall be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
- (vi) Annual leave shall be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
- (vii)
  - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.
  - (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
  - (c) The employer shall give each employee, where practicable, three months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.
- (viii)
  - (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
  - (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
  - (c) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.
- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one

twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2017\_028 Leave Matters for the NSW Health Service, as amended from time to time.

(xi)

- (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

| Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes | Additional Annual Leave |
|---|-------------------------|
| 4 to 10   | 1 day                   |
| 11 to 17  | 2 days                  |
| 18 to 24  | 3 days                  |
| 25 to 31  | 4 days                  |
| 32 or more  | 5 days                  |

- (b) An employee entitled to additional annual leave under subclauses 30 (i) (a), 30 (xi) (a) or 17 (ii) can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.
- (c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2017\_028 Leave Matters for the NSW Health Service, as amended from time to time.

### 31. Annual Leave Loading

Employees shall be paid an annual leave loading in accordance with NSW Health Policy Directive PD2017\_028 Leave Matters for the NSW Health Service, as amended from time to time.

### 32. Family and Community Services Leave and Personal/Carers' Leave

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this Award in accordance with Parts A, B and D of this clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this Award in accordance with Part C of this clause.

A FACS Leave

- (iv) FACS leave - general

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

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and



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

- (b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
  - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
  - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
  - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

(v) FACS Leave replaces Compassionate Leave.

(vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

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

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence of this Award, shall be governed by the provisions of clause 11

(vii) FACS leave - entitlement

(a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or

1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.

(c) FACS Leave is available to part-time employees on a pro rata basis.

(viii) Additional FACS leave for bereavement purposes

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

(ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

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

B Personal/Carer's Leave

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

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

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

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

(xi) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (x) of this clause.
- (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

(xii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (b) 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;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

C Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iv)(a) of this clause.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(xiv) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in subclauses (xi)(e)-(h) 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 (x) of this clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

D Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

(xv) Time off in lieu of payment of overtime to care for the person concerned

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in subclause (x) above.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 25, Overtime.

(xvi) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this Award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15 of this Award to the hours taken off.

### 33. Long Service Leave

(i)

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

Employees with at least seven years service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years service are terminated by the employer or by the employee, he or she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years service.

(ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service:

- (1) as a full time and/or permanent part time employee in one or more hospitals, public health organisations, Local Health Districts or former NSW Area Health Services.

and

- (2) as a full time and/or permanent part time employee with any "government sector agency" (as defined by Schedule 2 of the Government Sector Employment Regulation 2014, as amended from time to time, hereafter referred to as "the GSER") or any "Commonwealth or interstate agency" (as defined by Schedule 2 of the GSER as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the GSER for such service.

(b) Service shall not include-

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;
- (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

(iii) An employee with an entitlement to long service leave, may elect to access their entitlement:

- (a) on full pay, or
- (b) on half pay, or
- (c) on double pay.

(iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:

- (a) for each period of long service leave taken on full pay - the number of days so taken,
- (b) for each period of long service leave taken on half pay - half the number of days so taken,
- (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.

(v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:

- (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
- (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
- (c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.

- (d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.
- (vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
- (viii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave shall be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (ix) Full pay shall mean the award salary without any deduction for accommodation and/or board; provided that an employer shall be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (x)
- (a) On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2017\_028 Leave Matters for the NSW Health Service, as amended from time to time.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this sub-clause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)
- (xi) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xii) All employees employed under Part I - Permanent Part-Time Employees of clause 29, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (xi) of this clause.

- (xiii) Except as provided for in subclause (xiv) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

- (xiv) The following provisions apply only to employees employed in a hospital as at 12 March 1975:

- (a) An employee who -

- (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
- (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

shall be granted long service leave in accordance with the long service leave provisions in force prior to 12 March, 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (b) An employee employed -

- (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act 1955*, as provided for in subclause (x) of this clause;
- (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

- (xv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of clause 29, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the *Long Service Leave Act 1955*, as amended, subject to meeting the provisions of that Act.

### 34. Maternity, Adoption and Parental Leave

- (i) All eligible employees covered by this Award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time"), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award (known as "old part time") and casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:
    - the employee or employee's spouse is pregnant; or
    - the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
  - (b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29 of this Award are entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

#### (iii) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

#### A Maternity Leave

##### (i) Eligibility for Paid Maternity Leave -

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

##### (ii) Portability of Service for Paid Maternity Leave -

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



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

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

(iii) Entitlement to Paid Maternity Leave -

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D, Right to Request of this clause.

(v) Applications -

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

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

(vi) Variation after Commencement of Leave -

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

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

(vii) Staffing Provisions -

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

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

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

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

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

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

(ix) Illness Associated with Pregnancy -

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

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

(x) Transfer to a More Suitable Position -

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

(xi) Miscarriages -

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

(xii) Stillbirth -

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

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

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

(xiv) Right to Return to Previous Position -

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

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

(xv) Further Pregnancy While on Maternity Leave -

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

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

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

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

B Adoption Leave

(i) Eligibility -

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

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987*.

(ii) Entitlement -

(a) Paid Adoption Leave -

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

Paid adoption leave may be paid:-

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(b) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications -

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

(iv) Variation after Commencement of Leave -

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

(v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to return to previous position -

As per maternity leave conditions.

C Parental Leave -

(i) Eligibility

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

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at any time within the 52 week period and shall be paid:
  - at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or
  - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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

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

(iv) Applications

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

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

(v) Variation after Commencement of Leave

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

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to return to Previous Position

As per maternity leave conditions.

D Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
  - (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds

might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (iii) The employee's request and the employer's decision made under (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
  - (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. 2014-029 Leave Matters for NSW Health Service, as amended from time to time.
  - (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
  - (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

#### E Communication During Leave

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

#### F Commonwealth Paid Parental Leave (CPPL)

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

### **35. Military Leave**

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2017\_028 Leave Matters for the NSW Health Service, as amended from time to time.

### **36. Repatriation Leave**

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive PD2017\_028 Leave Matters for the NSW Health Service, as amended from time to time.

### 37. Sick Leave

- (i) Subject to the following limitation and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:
- (a) An employee shall not be entitled to sick leave until after three months continuous service.
  - (b) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.  
  
The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.
  - (c) All periods of sickness shall be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
  - (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
  - (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, i.e. it is "special sick leave", not "sick leave in advance" (see NSW Health Policy Directive No. PD2017\_028 Leave Matters for the NSW Health Service, as amended from time to time).
- (ii) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
- (iii) For the purpose of this clause "Service" means service in the industry of nursing.
- (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
- (a) absences from such industry on account of illness;
  - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
  - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;



- (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
- (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating sick leave.
- (v) Part Time Employees : a part time employee shall be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements shall be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, shall count for the purpose of this subclause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) shall be re-credited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (1) of this clause, Flight Nurses shall be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave shall not accumulate from year to year.

### **38. Accommodation and Board**

- (i) The employer shall where practicable provide for the use of employees who live in:
  - (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which shall comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it shall not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.
  - (b) Employees other than Directors of Nursing:
    - (1) Dining facilities suitable to the reasonable needs of the nursing staff.
    - (2) A lounge room suitable to the reasonable needs of the staff.
    - (3) A study for student nurses; provided that this provision shall apply only to public hospitals which are registered training schools.
    - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
    - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
    - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
    - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.

- (8) A separate bedroom of such dimensions as to provide a floor area of not less than 100 square feet and which contains suitable floor coverings and a bedside lamp and fittings and shall be furnished with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
  - (9) Where it is necessary for 2 or more employees to sleep in a bedroom 750 cubic feet of space shall be provided for each employee. Such bedroom shall contain suitable floor coverings and for each employee the employer shall provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
  - (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision shall be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision shall not apply in a public hospital in which the normal number of nursing staff is less than 12.
  - (11) Adequate heating suitable to the reasonable needs of the staff present shall be provided in the lounge room during the winter time.
- (ii) The employer shall provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
  - (iii) The following deductions from salary shall be made by an employer for accommodation:
    - (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
    - (b) Directors of Nursing provided with a self-contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
  - (iv) An employer shall provide for employees who live in, full board of 21 meals per week and the meals shall consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season and in addition the employer shall provide tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction as set out in Item 16 of table 2 of Part B per week.
  - (v)
    - (a) The employer shall provide for the use of employees who live out:
      - (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision shall not apply to a public hospital the registered number of beds of which is less than 9;
      - (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
    - (b) An employer shall provide for an employee who lives out, tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof and shall provide also for such an employee who requires them, meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals shall be as set in Item 17 of Table 2 of Part B.
  - (vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Director-General of Health may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost

of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.

- (vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she shall be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

### **39. Grading Committee**

A Committee consisting of two representatives of the employer and two representatives of the Association shall be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (i) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

### **40. Grading of Nurse/Midwife Manager Positions**

- (i) All positions of Nurse/Midwife Manager, as defined in Clause 3, Definitions of this award shall be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.
- (ii) The employer may determine a higher grading including a multi-grade, e.g. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Ministry of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

### **41. Deputy Directors of Nursing, Assistant Directors of Nursing**

- (i) The following appointments shall be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:

- Less than 150 beds - a Deputy Director of Nursing
- 150 beds and over - a Deputy Director of Nursing, Assistant Directors of Nursing.

- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, shall be deemed to be appointed until such time as another appointment is made by the employer.
- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

#### **42. Proportion**

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a public hospital and for this purpose a Director of Nursing shall count.

#### **43. Medical Examination of Nurses**

See NSW Health Policy Directives No PD2014-029 Leave Matters for NSW Health Service and PD2015-026 Recruitment and Selection of Staff to the NSW Health Service as amended from time to time.

#### **44. Domestic Work**

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandahs or any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

#### **45. Termination of Employment**

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by fourteen days notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.
- (ii) No employee shall, without the consent of the employer, resign without having given fourteen days notice (or in the case of a Director of Nursing, twenty eight days notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances shall the employee forfeit more than fourteen days pay at the rate prescribed for his or her classification by clause 8, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

#### **46. Labour Flexibility**

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.

- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

#### **47. Right of Entry**

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996.

#### **48. Disputes**

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s) ) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at Public Hospital/Local Health District or Public Health organisation/Ministry level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act* 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
  - (a) immediately before the issue arose; or
  - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

#### **49. Anti-Discrimination**

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

#### **NOTES-**

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

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

#### **50. Exemption**

This award shall not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the Sydney Dental Hospital provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

#### **51. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Policy Directive PD2016\_009 Salary Packaging Policy and Procedure Manual, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
  - (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 9, Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual as amended from time to time.

## **52. Deduction of Union Membership Fees**

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.  
"Regularly" shall be defined as monthly except where the practice and protocol of an employer at the time of this variation (March 2002) was fortnightly.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

### **53. Staffing Arrangements**

- (i) Reasonable workloads are required for nurses to assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future.
- (ii) The employer has a responsibility to provide reasonable workloads for nurses.
- (iii) Principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Sections II - IX, of subclause (iv) in relation to the services, wards and units to which they apply.
- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.
- (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.
- (e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
- (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- (g) An employee shall not be required to work an unreasonable amount of overtime.



- (h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
  - (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
  - (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.
- (iv) Staffing and Specialties

The Association and the Ministry agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that the Award may be varied by consent to reflect any such agreement.

### **SECTION I: REPLACEMENT OF ABSENCES**

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
- (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

### **SECTION II: NURSING HOURS WARDS AND UNITS**

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.
- (b) General inpatient wards do not include:
  1. All Types of Critical Care Units:
    - Intensive Care Units
    - High Dependency Units
    - Coronary Care Units
    - Burns Units
    - Neo-natal Intensive Care Units
  2. Day Only Wards
  3. Day of Surgery Wards
  4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc)

5. Paediatrics
  6. Drug & Alcohol
  7. All Midwifery Services:
    - Antenatal
    - Post Natal, Nurseries
    - Delivery & Birthing Suites
  8. 23 Hour Wards
  9. Fast track wards
  10. Transition Wards (slow stream)
  11. Medical Assessment Units
  12. Medical/Surgical Acute Care Units (MACU & SACU)
  13. Wards/Units attached to Emergency Departments:
    - Psychiatric Emergency Care Centres (PECC)
    - Observation wards
    - Emergency Medical Units (EMUs)
- (c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.
- (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A facilities, being Principal Referral Hospitals, accounted for over the period of a week
- (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Metropolitan and Major Non - Metropolitan Hospitals, accounted for over the period of a week
- (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week.
- (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
- (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
- (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.
- (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week.

- (k) The specified staffing set out above shall be implemented progressively in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.
- (l) At the time the new staffing levels referred to in Section II subclauses d) to j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
- (m) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:
  - 1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
  - 2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
  - 3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

**Example Table 1**

|                     |    |  |                        |      |
|---------------------|----|--|------------------------|------|
| NHPPD:              | 6  | <i>which delivers the following nursing hours:</i> | Average Hours Per Day: | 156  |
| Number of Patients: | 26 |  | Hours Per Week:        | 1092 |

|                       | MORNING         |                   |                                       | AFTERNOON       |                   |                                       | NIGHT           |                   |             |
|-----------------------|-----------------|-------------------|---------------------------------------|-----------------|-------------------|---------------------------------------|-----------------|-------------------|-------------|
|                       | Number of Staff | #Equivalent Ratio | *In Charge with no allocated patients | Number of Staff | #Equivalent Ratio | *In Charge with no allocated patients | Number of Staff | #Equivalent Ratio | Total Hours |
| Shift Length in hours | 8               |                   | 8                                     | 8               |                   | 8                                     | 10              |                   |             |
| Monday                | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7            | 1                                     | 4               | 1: 6.5            | 160         |
| Tuesday               | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7            | 1                                     | 4               | 1: 6.5            | 160         |
| Wednesday             | 6.5             | 1: 4              | 0                                     | 6               | 1: 4.3            | 1                                     | 4               | 1: 6.5            | 148         |
| Thursday              | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7            | 1                                     | 4               | 1: 6.5            | 160         |
| Friday                | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7            | 1                                     | 4               | 1: 6.5            | 160         |
| Saturday              | 6               | 1: 4.3            | 1                                     | 6               | 1: 4.3            | 1                                     | 4               | 1: 6.5            | 152         |
| Sunday                | 6               | 1: 4.3            | 1                                     | 6               | 1: 4.3            | 1                                     | 4               | 1: 6.5            | 152         |
|                       |                 |                   |                                       |                 |                   |                                       | Hours Per Week: |                   | 1092        |

Notes: #Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. \*In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.

**Example Table 2**

|                     |    |  |                        |      |
|---------------------|----|--|------------------------|------|
| NHPPD:              | 6  | <i>which delivers the following nursing hours:</i> | Average Hours Per Day: | 156  |
| Number of Patients: | 26 |  | Hours Per Week:        | 1092 |

|                       | MORNING         |                   |                                       | AFTERNOON       |                    |                                       | NIGHT           |                   |             |
|-----------------------|-----------------|-------------------|---------------------------------------|-----------------|--------------------|---------------------------------------|-----------------|-------------------|-------------|
|                       | Number of Staff | #Equivalent Ratio | *In Charge with no allocated patients | Number of Staff | #Equivalent Ration | *In Charge with no allocated patients | Number of Staff | #Equivalent Ratio | Total Hours |
| Shift Length in hours | 8               |                   | 8                                     | 8               |                    | 8                                     | 10              |                   |             |
| Monday                | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7             | 0                                     | 4               | 1: 6.5            | 152         |
| Tuesday               | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7             | 0                                     | 4               | 1: 6.5            | 152         |
| Wednesday             | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7             | 0                                     | 4               | 1: 6.5            | 152         |
| Thursday              | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7             | 0                                     | 4               | 1: 6.5            | 152         |
| Friday                | 7               | 1: 3.7            | 0                                     | 7               | 1: 3.7             | 0                                     | 4               | 1: 6.5            | 152         |
| Saturday              | 8               | 1: 3.3            | 0                                     | 8               | 1: 3.3             | 0                                     | 4               | 1: 6.5            | 168         |
| Sunday                | 8               | 1: 3.3            | 0                                     | 7.5             | 1: 3.5             | 0                                     | 4               | 1: 6.5            | 164         |
|                       |                 |                   |                                       |                 |                    |                                       | Hours Per Week: |                   | 1092        |

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. \* In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (n) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wards persons.
- (o) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the 'number of patients'. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.
- (p) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (q) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (r) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
  1. deployment of nurses from other wards/units;
  2. additional hours for part time staff;
  3. engagement of casual/agency nursing staff;
  4. overtime;
  5. prioritisation of nursing activities on the ward/unit;
  6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and Midwifery and the concurrence of the General Manager, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

- (s) Spot Check
  1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
  2. At any time a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
  3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
  4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.
  5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.

6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
  7. The outcome of the spot check will be made available to the Reasonable Workload Committee.
- (t) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards
1. To determine the 'number of patients' add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:  

$$(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24 \text{ (Number of patients)}$$
  2. Then take the applicable NHPPD figure (e.g. 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above e.g. 24.
  3. In this example,  $6 \times 7 \times 24 = 1,008$  nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
  4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
  5. The spot check would require the completion of this calculation for four consecutive weeks.
- (u) Annual Leave relief
1. The annual leave 'relief' factored into the calculation of the total required FTE reflects the annual leave entitlements under this Award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
  2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.
- (v) Relief for Sick Leave, FACS Leave & Mandatory Education

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Ministry, on request by either party.

### **SECTION III: STAFFING ARRANGEMENTS FOR PEER GROUP D & F3 MPS**

- (a) The following provisions will apply to hospitals designated Peer Group D1 Community Acute Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi-Purposes Services facilities with community inpatient acute beds and a level 2 or above emergency department function:
- (1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered nurses may be a NUM/NM who also performs clinical functions on the shift who is on duty and on site.

- (b) The parties recognise that where implementation of the provisions at (a) (1) above requires a change in the classification mix this will be achieved progressively from the date of this Award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

#### **SECTION IV: PERIOPERATIVE SERVICES**

- (a) ACORN 2008 standards will be implemented in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:
1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and
  2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

#### **SECTION V: MATERNITY SERVICES**

- (a) The Association and the Ministry have agreed that the Birth rate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services and will be progressively implemented according to a timetable agreed between the Ministry and the Association.

#### **SECTION VI: INPATIENT MENTAL HEALTH STAFFING ARRANGEMENTS**

- (a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II from the date of implementation of nursing hours in these wards/units) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
1. Forensic Units;
  2. Child & Adolescent Units;
  3. Older Adult;
  4. Psychiatric Emergency Care Centres (PECC);
  5. Rehabilitation;
  6. Extended Care Units.
- (c) When determining the nursing productive FTE the following should be considered:
1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
  2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
  3. Categories:
    - The number of inpatients requiring 1 staff or more to 1 patient;
    - The number of inpatients requiring close observation;



The number of inpatients assessed requiring sighting at regular intervals;

The number of inpatients nearer to going home.

4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
  5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);
  6. Level of vulnerability/potential of exploitation from others (such as sexual safety, financial exploitation);
  7. Age of patient and co-morbidities;
  8. Patients with a dual diagnosis;
  9. Type of facility and unit (e.g. Closed / Open Units);
  10. Design of unit;
  11. Number of beds available;
  12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
    - (i) The available level of support staff (e.g. ward clerks, medical officers, patient support officers, allied health staff);
    - (ii) Teaching and research activities;
    - (iii) Provision of nurse escorts;
    - (iv) Ward geography; and
    - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing non-productive FTE required:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
  4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (e) General
1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
  2. Consideration should be given to the evolution of future clinical roles in nursing.

3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

## **SECTION VII: COMMUNITY AND COMMUNITY MENTAL HEALTH STAFFING ARRANGEMENTS**

- (a) The Association and the Ministry agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded/budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.
- (d) Funded / budgeted FTE must include no less than two weeks (10 days) of sick/FACs leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick/FACS/ mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, e.g. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction.

Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.

- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.

- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities e.g. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

### **SECTION VIII: EMERGENCY DEPARTMENT STAFFING ARRANGEMENTS**

- (a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the Principles specified in subclause (iii).
- (b) When determining the nursing productive FTE required:
  1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
  2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
  3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing non-productive FTE required:
  1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
  2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
  3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
  4. Assess the impact on staff for workers' compensation / return to work programs on FTE required.

(d) General

1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
2. There is to be an identified triage nurse on every shift.
3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.
4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
6. This list indicates minimum requirements only.

(e) Provision of designated nurses for the resuscitation area.

The provision of designated nurses for the resuscitation area in Emergency Departments will be as follows:

To provide the staffing levels set out in the table below the required additional nurses will be employed in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.

| Description   | Provision  |
|---|--|
| Adult/mixed Emergency Departments with a role delineation of Level 6 and Urgency Disposition Groups ('UDG') of 45,000 or more | Three designated resuscitation nurses on two shifts and two designated resuscitation nurses on the third shift |
| Adult/mixed Emergency Departments with a role delineation of Level 6 and UDG of less than 45,000                              | Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift    |
| Adult/mixed Emergency Departments with a role delineation of Level 3, 4 or 5 and UDG of more than 45,000                      | Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift    |
| Adult/mixed Emergency Departments with a role delineation of Level 4 or 5 and UDG of more than 25,000 and less than 45,000.   | One designated resuscitation nurse on each of three shifts per day   |

'UDG' stands for urgency disposition groups which is a methodology applied by the NSW Ministry of Health that weights Emergency Department attendances for the triage category mix and patient disposition e.g. hospital admission.

## SECTION IX: HOSPITAL LISTINGS

(a) The Ministry will publish on its website the following lists, updated annually:

1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;
2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;
3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.

(v) Role of Reasonable Workload Committees

- (a) Reasonable Workload Committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) Public hospitals, mental health facilities and multi-purpose sites shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Ministry of Health and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) It is intended that the Reasonable Workload Committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Award.

(vi) Structure of Reasonable Workload Committees

- (a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee shall be established for the relevant public hospital or public health organisation. Such requests shall be made to the Chief Executive Officer of the public health organisation. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and the employer that covers more than one public hospital or public health organisation.
- (b) Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Local Health District or Statutory Health Corporation.
- (c) Each Reasonable Workload Committee shall comprise equal representation of employees and the employer. Employee representation shall be determined by the Association. Employer representation shall be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour shall be made to minimise the size of the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses'

rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.

- (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

(vii) Grievances in relation to workload

- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of clause 48, Disputes in this Award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
- (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).
- (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital or public health organisation in which the grievance has arisen.
- (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee under subclause (v)(b).
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of clause 48, Disputes in this Award.

#### **54. Trade Union Activities**

A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the *Work Health and Safety Act 2011*;
- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) A reasonable period of preparation time, before:
  - (a) meetings with management;

- (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
  - (c) any other meeting with management,
- by agreement with management, where operational requirements allow the taking of such time.
- (iv) Giving evidence in court on behalf of the employer;
  - (v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
  - (vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

#### B. Trade Union Leave Activities

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

#### C. Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between the Chief Executive and the Association.
- (ii) courses organised and conducted by the Australian Council of Trade Unions or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
  - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;

- (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
- (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

D. On-Loan Arrangements

Subject to the operational requirements of the workplace, "on loan" arrangements will apply to the following activities:

- (i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
  - (a) as an Executive Member; or
  - (b) a member of a Federal Council; or
  - (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;
- (iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
  - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
  - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
  - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the Chief Executive and the Association."



E. Period of Notice for Trade Union Activities

The Chief Executive or their nominee must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

F. Access to Facilities by Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

#### I. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this Award the responsibilities of the workplace management are to:

- (i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (v) re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

#### J. Travelling and other Costs of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20 of this Award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Award.
- (iv) The "on loan" arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the employer by the Association or the staff member.

## 55. Learning and Development Leave

### (i) Definitions

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

in-house courses or activities

mandatory training and education.

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

### (ii) General

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (b) The Director-General of Health is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

### (iii) Eligibility

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.

- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.
- (iv) Types and amount of leave
- (a) Seminars, conferences and short courses
    - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
    - (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.
  - (b) Tertiary Study
    - (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
    - (2) Leave is not to be approved for failed or repeated subjects.
  - (c) Face to face
    - (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
    - (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.
  - (d) Distance Education
 

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.
  - (e) Accrual of leave
 

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.
  - (f) Residentials
 

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.
  - (g) Thesis/Research or combination Thesis/Research/Coursework
 

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic

year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

(v) Payment for Leave

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

#### **56. Career Break Scheme**

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 30th June 2007 for the initial commencement year.
- (v) Each public health organisation will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the

superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.

- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the trust account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

## **57. Occupational Health and Safety for Employees of Contractors and Labour Hire Businesses**

- (i) This clause arises from the Secure Employment Test Case 2006. For the purposes of this subclause, the following definitions shall apply:
  - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## **58. Commitments During Term of this Award**

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
  - a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
  - b) improved Severe Chronic Disease Management (SCDM);

- c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
  - d) enhanced Healthcare Associated Infections (HAI) control;
  - e) improved clinical hand-over procedures;
  - f) reduction in medication errors;
  - g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
  - h) improved Nursing/Midwifery Unit Manager capabilities;
  - i) improved Drug & Alcohol Consultation liaison;
  - j) improved Management of Patient Deterioration;
  - k) management of ambulatory care sensitive conditions;
  - l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
  - m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following safety and quality initiatives:
- a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
  - b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
  - c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
  - d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
  - e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
  - f) operationalising Supervision for Safety principles within existing staffing.
- (iii) This commitment to co-operation is without prejudice to any claims the Association may make covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Ministry to such claims.

#### **59. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award 2017 published 18 August 2017 (381 I.G. 583) and all variations thereof.



- (ii) This Award shall apply to persons engaged in the industry of nursing.
- (iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* or its successors, assignees or transmittes.
- (iv) This Award shall take effect from the first full pay period commencing after 1 July 2018. and shall remain in force until 30 June 2019.

## SCHEDULE A

### Public Health System Nurses' & Midwives' (State) Award 2017

#### PART B

#### MONETARY RATES

**Table 1 Salaries**

| Description                                     | FFPP 01/07/2018<br>per week |
|---|-----------------------------|
| Assistant in Nursing/Midwifery                  |                             |
| 1st Year  | \$862.30                    |
| 2nd Year  | \$889.90                    |
| 3rd Year  | \$917.90                    |
| 4th Year and Thereafter                         | \$946.20                    |
| Enrolled Nurse without medication qualification |                             |
| 1st Year  | \$1,058.30                  |
| 2nd Year  | \$1,081.70                  |
| 3rd Year  | \$1,104.60                  |
| 4th Year  | \$1,128.10                  |
| 5th Year and Thereafter                         | \$1,151.90                  |
| Special Grade >08.12.99                         | \$1,187.80                  |
| Enrolled Nurse                                  |                             |
| 1st Year  | \$1,081.70                  |
| 2nd Year  | \$1,104.60                  |
| 3rd Year  | \$1,128.10                  |
| 4th Year  | \$1,151.90                  |
| 5th Year and Thereafter                         | \$1,175.30                  |
| Special Grade                                   | \$1,211.30                  |
| Registered Nurse/Midwife                        |                             |
| 1st Year  | \$1,200.10                  |
| 2nd Year  | \$1,265.30                  |
| 3rd Year  | \$1,330.60                  |
| 4th Year  | \$1,400.60                  |
| 5th Year  | \$1,470.20                  |
| 6th Year  | \$1,539.30                  |
| 7th Year  | \$1,618.50                  |
| 8th Year and Thereafter                         | \$1,685.10                  |
| Clinical Nurse/Midwife Specialist               |                             |
| Grade 1 - 1st Year and Thereafter               | \$1,753.60                  |
| Grade 2 - 1st Year                              | \$1,883.70                  |
| Grade 2 - 2nd Year and Thereafter               | \$1,945.60                  |
| Clinical Nurse/Midwife Consultant               |                             |
| Appointed prior to 31.12.99                     | \$2,156.40                  |
| Grade 1 - 1st Year >31.12.99                    | \$2,107.90                  |

|   |            |
|---|------------|
| Grade 1 - 2nd Year >31.12.99  | \$2,151.00 |
| Grade 2 - 1st Year >31.12.99  | \$2,193.60 |
| Grade 2 - 2nd Year >31.12.99  | \$2,237.20 |
| Grade 3 - 1st Year >31.12.99  | \$2,323.10 |
| Grade 3 - 2nd Year >31.12.99  | \$2,366.20 |
| Clinical Nurse/Midwife Educator   |            |
| Year 1  | \$1,824.50 |
| Year 2 and Thereafter   | \$1,883.70 |
| Nurse/Midwife Educator  |            |
| 4th Year as at 1/7/08   | \$2,156.40 |
| Grade 1 - 1st Year  | \$2,049.40 |
| Grade 1 - 2nd Year and Thereafter   | \$2,107.90 |
| Grade 2 - 1st Year  | \$2,193.60 |
| Grade 2 - 2nd Year and Thereafter   | \$2,237.20 |
| Grade 3 - 1st Year  | \$2,323.10 |
| Grade 3 - 2nd Year and Thereafter   | \$2,366.20 |
| Nurse/Midwife Practitioner  |            |
| 1st Year  | \$2,323.10 |
| 2nd Year  | \$2,366.20 |
| 3rd Year  | \$2,426.60 |
| 4th Year and Thereafter   | \$2,487.40 |
| Nursing/Midwifery Unit Manager  |            |
| Level 1   | \$2,114.00 |
| Level 2   | \$2,214.10 |
| Level 3   | \$2,273.80 |
| Nurse/Midwife Manager   |            |
| Grade 1 - 1st Year  | \$2,107.90 |
| Grade 1 - 2nd Year and Thereafter   | \$2,151.00 |
| Grade 2 - 1st Year  | \$2,193.60 |
| Grade 2 - 2nd Year and Thereafter   | \$2,237.20 |
| Grade 3 - 1st Year  | \$2,323.10 |
| Grade 3 - 2nd Year and Thereafter   | \$2,366.20 |
| Grade 4 - 1st Year  | \$2,452.20 |
| Grade 4 - 2nd Year and Thereafter   | \$2,495.20 |
| Grade 5 - 1st Year  | \$2,580.70 |
| Grade 5 - 2nd Year and Thereafter   | \$2,624.30 |
| Grade 6 - 1st Year  | \$2,710.40 |
| Grade 6 - 2nd Year and Thereafter   | \$2,753.70 |
| Grade 7 - 1st Year  | \$2,925.10 |
| Grade 7 - 2nd Year and Thereafter   | \$2,968.60 |
| Grade 8 - 1st Year  | \$3,140.70 |
| Grade 8 - 2nd Year and Thereafter   | \$3,183.50 |
| Grade 9 - 1st Year  | \$3,355.40 |
| Grade 9 - 2nd Year and Thereafter   | \$3,398.70 |
| Registered Mothercraft Nurse  |            |
| 9th Year  | \$1,430.00 |
| The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year. |            |
| Residential Care Nurses   |            |
| 1st Year  | \$1,032.60 |
| 2nd Year  | \$1,053.10 |
| 3rd Year  | \$1,073.90 |
| 4th Year  | \$1,098.40 |
| 5th Year and Thereafter   | \$1,118.70 |
| Registered Nurse - Pre Registration   |            |

|                         |            |
|-------------------------|------------|
| 1st Year and Thereafter | \$1,034.70 |
|-------------------------|------------|

**Table 2 - Other Rates and Allowances**

| Item | Clause       | Allowance  | FFPP<br>1/07/201 |
|------|--------------|--|------------------|
|      |              | In charge of hospital  |                  |
| 1    | 12(i)(a)     | RN in charge of hospital - per shift                                   | \$34.31          |
|      |              | On Call  |                  |
| 2    | 12(ii)(a)    | On Call Allowance - per hour   | \$3.76           |
| 2    | 12(ii)(a)    | On Call Allowance minimum payment                                      | \$30.09          |
| 3    | 12(ii)(b)    | On Call Allowance on RDO - per hour                                    | \$7.49           |
| 3    | 12(ii)(b)    | On Call Allowance on RDO minimum payment                               | \$59.94          |
| 4    | 12(ii)(c)    | On call during meal break - per break                                  | \$14.76          |
|      |              | Radiographic   |                  |
| 5    | 12(iii)(a)   | Director of Nursing performing radiographic duties - per week          | \$41.85          |
| 6    | 12(iii)(c)   | Employee in absence of DON - per day                                   | \$8.37           |
| 6    | 12(iii)(c)   | Maximum payment - per week   | \$41.85          |
| 7    | 12(iv)       | Employee wearing lead apron - per hour                                 | \$2.08           |
|      |              | In Charge of Ward/Hospital   |                  |
| 8    | 12(v)(a)&(b) | RN in charge of ward - per shift                                       | \$34.31          |
| 9    | 12(vi)       | RN in charge of ward also in charge of hospital <100 beds - per shift  | \$51.46          |
| 9(b) | 12 (ix)      | RN in charge of ward also in charge of hospital >100 beds - per shift  | \$65.79          |
|      |              | Climatic/Isolation   |                  |
| 10   | 14(i)        | Climatic Allowance - per week  | \$3.85           |
| 10   | 14(ii)       | Isolation Allowance - per week   | \$7.56           |
| 11   | 17(i)        | Special rate for RN - Tibooburra and Ivanhoe Hospitals - per week      | \$33.96          |
| 11   | 17(i)        | Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week | \$14.80          |
|      |              | Justice Health   |                  |
| 11a. | 17(iii)      | Justice Health Service Environmental Allowance per annum               | \$3,010          |
| 11b. | 17(iv)       | Justice Health Service Productivity Allowance - per week               | \$74.19          |
|      |              | Excess Fares   |                  |
| 12   | 20(iv)(b)    | Excess Fares - per day   | \$5.33           |
|      |              | Uniform and Laundry Allowance  |                  |
| 13   | 23(iii)(a)   | Uniform Allowance - per week   | \$7.63           |
| 13   | 23(iii)(a)   | Shoes Allowance - per week   | \$2.36           |
| 13   | 23(iii)(a)   | Uniform (including shoes allowance) - per week                         | \$9.99           |
| 13   | 23(iii)(a)   | Cardigan or Jacket Allowance - per week                                | \$2.29           |
| 14   | 23(iv)       | Laundry Allowance - per week   | \$6.37           |
|      |              | Accommodation and Board Deductions                                     |                  |
| 15   | 38(iii)(a)   | Separate bedroom - per week  | \$71.84          |
| 15   | 38(iii)(b)   | Self-contained flat - per week   | \$87.54          |
| 16   | 38(iv)       | Deduction for meals (per week)   | \$155.08         |
| 17   | 38(v)(b)     | Breakfast - per meal   | \$5.24           |
| 17   | 38(v)(b)     | Other meals - per meal   | \$9.55           |
|      |              | CSSD   |                  |
| 18   | 12(viii)     | EN employed in CSSD unit with CSSD Cert - per week                     | \$16.27          |
|      |              | Flight Nurses  |                  |
| 19   | 17(v)        | Industry Allowance, Flight Nurses, Ambulance Service - per week        | \$16.61          |

|    |            | Continuing Education Allowance (CEA)  |         |
|----|------------|---|---------|
| 20 | 13(ii)     | CEA - Post Registration Hospital Certificate - per week                                   | \$40.00 |
| 21 | 13(iii)    | CEA - Post Graduate Certificate - pw  | \$40.00 |
| 22 | 13(iv)&(x) | CEA - Post Graduate Diploma or Degree - per week  | \$60.00 |
| 23 | 13(v)&(x)  | CEA - Masters Degree or Doctorate - per week  | \$72.00 |
| 24 | 13(vii)    | CEA - Enrolled Nurse Certificate 4 - per week   | \$29.00 |
| 25 | 13(viii)   | CEA - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week | \$36.00 |

### **SCHEDULE 1: NURSE/MIDWIFE MANAGERS**

A registered nurse/midwife who:

#### Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

#### Grade 2

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

#### Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

#### Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;

- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

#### Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized health facility or hospital.

#### Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA.
- (b) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

#### Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District has an ADA greater than 250.

#### Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

#### Grade 9

- (a) is the Local Health District Director of Nursing Services in a rural Local Health District ;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

### CORE KNOWLEDGE AND SKILLS

| GROUP          | Leadership   | Communication   | Knowledge   | Performance Management  | Planning   | Resource Management  |
|----------------|--|---|---|---|--|--|
| <b>Grade 1</b> | Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.      | Ability to represent nurses and consult with staff and other health professionals appropriately.<br><br>Ability to identify to and mediate potential and actual conflict between individuals. | Ability to utilise and share knowledge and skills relating to nursing practice.<br><br>Ability to contribute to and utilise research. | Ability to assess the competence of staff, and identify strengths and limitations.<br><br>Ability to facilitate professional development of staff.<br><br>Ability to facilitate activities which enhance the practice of staff. | Ability to set goals, formulate and implement plans to achieve identified outcomes.<br><br>Ability to contribute to the implementation of organisational change. | Ability to effectively allocate and manage nursing resources and set nursing priorities.   |
| <b>Grade 2</b> | Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.  |   | Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.                      |   | Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.  | Ability to develop, monitor and evaluate nursing resource allocation.  |
| <b>Grade 3</b> | Ability to develop leadership and management potential in staff.<br><br>Ability to identify the need for and initiate the development of policy relating to the nursing service. | Ability to utilise a broad range of communication skills selectively in a variety of settings.  | Ability to facilitate the acquisition of knowledge by individuals and groups.   | Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams.<br><br>Ability to undertake a range of performance management activities appropriately.                    | Ability to develop an operational plan for the nursing service.  | Ability to develop a staffing profile appropriate to service needs.<br><br>Ability to develop nursing service budget within prescribed parameters. |
| <b>Grade 4</b> | Ability to evaluate and adjust policy.   | Ability to represent the nursing service inside and outside the organisation at a local level.<br><br>Ability to identify and   | Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues.                     | Ability to develop performance assessment indicators and skill development tools.   | Ability to coordinate planning across a range of services.<br><br>Ability to manage the process of organisational change,  | Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.  |

| GROUP          | Leadership  | Communication   | Knowledge  | Performance Management   | Planning  | Resource Management  |
|----------------|---|---|--|--|---|--|
|                |   | mediate potential and actual conflict between groups.   | Ability to foster quality research activities.   |  | evaluate the outcome and adjust direction.  |  |
| <b>Grade 5</b> | Ability to develop an environment which promotes continuous improvement in practice.                  | Ability to manage media relations related to local issues within a policy framework.<br>Ability to represent the organisation at a local level. | Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.  | Ability to coordinate performance management activities within a range of services.  | Ability to contribute to a strategic plan for the nursing service.  |  |
| <b>Grade 6</b> | Ability to develop a culture within the organisation which is open to critical reflection and change. |   |  | Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance. | Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation. | Ability to assess nursing and/or health service resource utilisation and make recommendations. |
| <b>Grade 7</b> |   | Ability to represent the nursing service in a range of forums including State and National.   | Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.  | Ability to enhance organisational performance through collaboration with other health facilities.  |   |  |
| <b>Grade 8</b> | Ability to vision and articulate the potential for the organisation.                                  | Ability to represent the organisation at a State and National level.  | Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services. |  | Ability to generate and develop a strategic plan for the organisation.  |  |

| <b>GROUP</b>   | <b>Leadership</b>   | <b>Communication</b>                                | <b>Knowledge</b> | <b>Performance Management</b>  | <b>Planning</b>   | <b>Resource Management</b>  |
|----------------|---|---|------------------|--|---|---|
| <b>Grade 9</b> | Ability to contribute to and influence emerging trends within nursing and health. | Ability to negotiate on behalf of the organisation. |                  | Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health. | Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction.<br><br>Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level. | Ability to identify additional funding sources and negotiate funding as required. |

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.



## SCHEDULE 2

1. The following qualifications shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

| Clinical Speciality                     | Course  | Institution                               |
|---|---|---|
| <b>Cardiology/<br/>Coronary Care</b>    | Cardio-Thoracic Diseases Nursing Certificate  | Randwick Chest Hospital                   |
|   |   | Royal North Shore Hospital                |
|   |   | Royal Prince Alfred Hospital              |
|   |   | St Vincent's Hospital, Darlinghurst       |
|   | Cardiology Nursing Certificate  | Parramatta Hospitals, Westmead            |
|   | Cardio-Vascular and Respiratory Course  | Royal Newcastle Hospital                  |
|   | Cardiology Nursing Certificate  | Parramatta Hospitals, Westmead            |
|   | Cardio-Vascular and Respiratory Course  | Royal Newcastle Hospital                  |
|   | Cardiac Nursing Course  | Royal North Shore Hospital                |
|   |   | Royal Prince Alfred Hospital              |
|   |   | St Vincent's Hospital, Darlinghurst       |
|   |   | Royal Melbourne Hospital                  |
|   |   | National Heart and Chest Hospital, London |
| Coronary Care Unit Certificate          | Prince Henry's Hospital Melbourne   |   |
| Cardio-Thoracic Vascular Nursing Course | Green Lane Hospital, New Zealand  |   |
| Cardiothoracic Nursing Course           | Freeman Hospital, Newcastle- Upon-Tyne, U.K.  |   |
|   | Groby Road Hospital, Leicester, U.K.  |   |
| <b>Community Health</b>                 | Public Health Nursing Diploma   | College of Nursing, Australia             |
|   | Health Visitors Certificate   | The Royal Sanitary Institute, U.K.        |
| <b>Critical Care</b>                    | Critical Care Nursing Certificate<br>Emergency Nursing Course<br>Critical Care Nursing Course   | Prince Henry, Prince of Wales Hospitals   |
|   |   | Liverpool Hospital                        |
|   |   | Geelong Hospital                          |
|   |   | Waikato Hospital, New Zealand             |
| <b>Developmental Disability</b>         | Mental Retardation Certificate  | NSW Nurses Registration Board             |
|   | Developmental Disability Certificate  |   |
|   | Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board. |   |
| <b>Geriatrics</b>                       | Geriatric Certificate   | NSW Nurses Registration Board             |

|  |  |  |
|--|--|--|
| <b>Intensive Care</b>                                  | Intensive Care Nursing Certificate   | Royal Newcastle Hospital   |
|  |  | Liverpool District Hospital                                      |
|  |  | Royal Prince Alfred Hospital                                     |
|  |  | St George Hospital   |
|  |  | St Vincent's Hospital, Darlinghurst                              |
|  |  | Northern Met Region, Health Dept.                                |
|  |  | Southern Met Region, Health Dept                                 |
|  |  | Sydney Hospital  |
|  |  | RGH, Concord   |
|  |  | Central Coast Area Health Service                                |
|  |  | Royal Hobart Hospital  |
|  |  | Royal Perth Hospital   |
|  | St Vincent's, Melbourne  |  |
| Canberra Hospital                                      |  |  |
| Intensive Care Nursing and Ward Management Diploma     | College of Nursing, Australia  |  |
|  | The Parramatta Hospitals, Westmead   |  |
|  | NSW College of Nursing   |  |
| Intensive Care Unit Certificate                        | Prince Henry's Hospital, Melbourne   |  |
| <b>Mental Health</b>                                   | Psychiatric Certificate  | NSW Nurses Registration Board                                    |
|  | Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board. |  |
|  | Psychiatric Nursing Certificate  | Metropolitan and Eastern School of Psychiatric Nursing, Victoria |
|  |  | Western Area College of Nursing, Ireland                         |
|  | Advanced Diploma in Nursing (Mental Health)  | Christchurch Polytechnic, New Zealand                            |
|  | Mentally Ill Qualification   | Prestwick Hospital, Manchester, U.K.                             |
|  |  | Southern Area Group School of Nursing, U.K.                      |
| Mental Illness Nursing certificate                     | Bromley Health Authority, U.K.   |  |
| <b>Midwifery</b>                                       | Midwifery Certificate  | NSW Nurses and Midwives Board                                    |
|  | Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.  |  |
| <b>Neurology</b>                                       | Neurology and Neurosurgical Nursing Certificate  | Royal Prince Alfred Hospital                                     |
|  |  | Melbourne Hospital   |
|  | Neuromedical/Neurosurgical Nursing Course  | Royal North Shore Hospital                                       |
|  |  | Prince Henry/Prince of Wales Hospitals<br>Westmead Hospital      |
|  | Neuro-Surgical Nursing Certificate   | Royal Perth Hospital   |
| Certificate in Neuro-Surgical and Neurological Nursing | Alkinson-Morley Hospital, London   |  |
| <b>Occupational Health</b>                             | Public Health Nursing (Occupational Health) Diploma  | College of Nursing, Australia                                    |
| <b>Oncology</b>  | Oncology Certificate   | Peter MacCallum Clinic, Melbourne                                |

|  |   |   |
|--|---|---|
| <b>Operating Theatres</b>                | Operating Suite Nurse Course  | Westmead Hospital   |
|  | Operating Theatre Nursing Certificate   | Prince Henry, Prince of Wales Hospitals                             |
|  |   | Royal North Shore Hospital  |
|  |   | Royal Prince Alfred Hospital  |
|  |   | St Vincent's Hospital, Darlinghurst                                 |
|  |   | Hunter Region, Health Dept  |
|  |   | Royal Hobart Hospital   |
|  | Operating Theatre Nursing and Management Diploma  | College of Nursing Australia  |
|  |   | NSW College of Nursing  |
|  | Post basic Course in Operating Room Nursing   | RGH, Concord  |
|  | Graduate Certificate in Perioperative Nursing   | Liverpool Hospital  |
|  | Graduate Certificate in Anaesthetic and Recovery Nursing  | Liverpool Hospital  |
|  | Operating Room Nursing Certificate  | Royal Adelaide Hospital   |
|  | Operating Room Post Basic Course  | Western General Hospital, Melbourne                                 |
|  | Operating Room Technique and Management   | Repatriation and General Hospital, Heidelberg, Victoria             |
|  | Operating Theatre Techniques and Management Certificate   | St Vincent's Hospital, Melbourne                                    |
|  | Operating Theatre Techniques Certificate  | Royal Melbourne Hospital  |
|  |   | South African Nursing Council                                       |
| Middlesex Hospital, U.K.                 |   |   |
| Operating Theatre Nursing Course         | Epsom District Hospital, London   |   |
|  | Nottingham School of Nursing, U.K.  |   |
| Operating Department Nursing Certificate | East Berkshire School of Nursing, U.K.  |   |
|  | Wexham Park Hospital, Slough, Berkshire, U.K.   |   |
|  | Lewisham School of Nursing, London  |   |
|  | Queen Elizabeth School of Nursing, Birmingham, U.K.   |   |
| Operating Department Nursing Course      | English National Board for Continuing Education and Training, Hillington Health Authority, U.K. |   |
| <b>Ophthalmology</b>                     | Ophthalmic Nursing Certificate  | Sydney Hospital   |
|  |   | Moorefields Hospital, London  |
| <b>Orthopaedics</b>                      | Certificate in Orthopaedic Nursing  | Royal National Orthopaedic Hospital, London and Stanmore, Middlesex |
|  |   | Heathwood Hospital, Ascot, U.K.                                     |
|  | Orthopaedic Nursing Certificate   | Gartnavel General Hospital, Glasgow, U.K.                           |
|  |   | Nuffield Orthopaedic Centre, Oxford, U.K.                           |
|  |   | Princess Elizabeth Orthopaedic Hospital, U.K.                       |
|  |   | Basingstoke North Hampshire Health Authority, U.K.                  |
|  | Orthopaedic Nursing Course  | Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.              |
| <b>Paediatrics</b>                       | Infants Certificate   | NSW Nurses Registration Board                                       |
|  | Mothercraft Certificate   |   |

|                              |   |   |
|------------------------------|---|---|
| <b>Renal</b>                 | Renal Diseases and Transplantation Certificate          | Prince Henry, Prince of Wales Hospitals |
|                              |   | Royal Newcastle Hospital                |
|                              |   | Royal Prince Alfred Hospital            |
|                              |   | Sydney Hospital                         |
|                              | Nephrology, Dialysis and Transplant Nursing Certificate | Royal North Shore Hospital              |
|                              | Graduate Certificate in Renal Nursing                   | Liverpool Hospital                      |
| <b>Thoracic</b>              | Renal Nursing Certificate                               | Guys Hospital, London                   |
|                              |   | St Mary's Hospital, London              |
|                              | Renal Nursing Course                                    | The London Hospital                     |
| Thoracic Nursing Certificate | The British Thoracic Association                        |   |

### SCHEDULE 3

1. The following qualifications shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association shall attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

| <b>Clinical Speciality</b> | <b>Course</b>           | <b>Institution</b>  |
|----------------------------|-------------------------|---|
| <b>Paediatrics</b>         | Mothercraft Certificate | NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.) |

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**SKILLED TRADES STAFF - DEPARTMENT OF FAMILY AND  
COMMUNITY SERVICES - AGEING, DISABILITY AND HOME  
CARE (STATE) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 197050 of 2018)

Before Chief Commissioner Kite

27 June 2018

**AWARD**

**PART A**

**1. Arrangement**

**PART A**

| Clause No. | Subject Matter                      |
|------------|-------------------------------------|
| 1.         | Arrangement                         |
| 2.         | Definitions                         |
| 3.         | Interaction with Other Instruments  |
| 4.         | Hours of Work                       |
| 5.         | Classification Structure            |
| 6.         | Roll-Up of Allowances               |
| 7.         | Boiler Attendant Allowance          |
| 8.         | Thermostatic Mixing Valve Allowance |
| 9.         | Dispute Resolution Procedure        |
| 10.        | Union Subscriptions                 |
| 11.        | Wages and Allowances                |
| 12.        | School Based Apprentices            |
| 13.        | Work at Alternative Worksite        |
| 14.        | Average Disability Allowance        |
| 15.        | Anti-Discrimination                 |
| 16.        | Area, Incidence and Duration        |
| 17.        | No Extra Claims                     |

**PART B**

Schedules of Rates of Wages and Allowances

**2. Definitions**

In this award:

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services

"Union/s" means:

Australian Manufacturing Workers Union and/or

Construction Forestry Mining and Energy Union and/or

Electrical Trades Union of Australia and/or

Plumbing Trades Employees Union of NSW

### **3. Interaction with Other Instruments**

All employee conditions not specified in this award will be in accordance with the Crown Employees Skilled Trades Award, the *Government Sector Employment Act 2013* and *Government Sector Employment Regulation 2014* and all variations thereof. To the extent of any inconsistency between the provisions of this award and those other instruments named above, the provisions of this award will apply.

### **4. Hours of Work**

- (i) Local Departmental management and trades staff at each work site may negotiate specific ordinary hours of duty. Any such site agreement will be subject to the following conditions:
  - (a) an average of 38 hours per week worked over a four-week period;
  - (b) optimal staffing levels being maintained at all times to perform required duties;
  - (c) no additional expense such as payment of overtime or employment of casuals;
  - (d) where a nine-day fortnight is negotiated, arrangements are to be at the Department's convenience;
  - (e) if sick leave is taken on the working day prior to or following a rostered day off, a doctor's certificate must be provided; and
  - (f) alterations in start and finish times are to be implemented by agreement.
- (ii) The parties agree to commence negotiations on any proposed variation to existing hours of work within six weeks of the proposal being received from nominated representatives.
- (iii) An employee may be directed by Departmental management to work overtime, provided it is reasonable for the employee to be required to do so. In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements, shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services.

### **5. Classification Structure**

- (i) Context:

Trades staff perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance, the installation of plant and equipment and the renovation and construction of buildings.

Trades staff also ordinarily undertake work which is peripheral and incidental to their base trade so as to complete the whole job or so as to assist other staff complete the whole job.

This Classification structure is designed to reward trades staff who possess, and are required by the Region to regularly provide, skills/knowledge beyond their base trade obligations. It does not reward service alone nor additional skill/knowledge performed at less than a trades standard.

(ii) Structure:

The following classifications apply:

Pay levels as a percentage of base pay rates are:

| Classification       | Rate of Pay                          |
|----------------------|--------------------------------------|
| Level 1 Tradesperson | Base Rate for relevant Trade         |
| Level 2 Tradesperson | 105% of Base Rate for relevant Trade |
| Level 3 Tradesperson | 110% of Base Rate for relevant Trade |
| Level 4 Tradesperson | 115% of Base Rate for relevant Trade |

(iii) Definitions of the Classification Levels are as follows:

(a) Level 1 Tradesperson (Base Rate for relevant Trade).

Level 1 is applicable to a tradesperson who has completed an apprenticeship, licence or equivalent and is proficient in the contemporary skills required of a tradesperson in the relevant trade.

Tasks to be performed include those peripheral and incidental to completing the whole job and/or assisting other staff so as to complete the whole job. A tradesperson at this level may be required to supervise or train apprentices on the job.

(b) Level 2 Tradesperson (105% of the Base Rate for the relevant Trade).

Level 2 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 120 hours of learning within approved courses.

(c) Level 3 Tradesperson (110% of the Base Rate for the relevant Trade).

Level 3 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 240 hours of learning within approved courses.

(d) Level 4 Tradesperson (115% of the Base Rate for the relevant Trade).

Level 4 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 360 hours of learning within approved courses.

(e) Charge Hand/Supervisor

A Charge Hand/Supervisor is a person appointed to a Charge Hand/Supervisor position by the Department. Charge Hand/Supervisor positions will be created at the discretion of the Department. A Charge Hand/Supervisor will be allocated ongoing responsibility for the activities of one trade and/or the supervision of one or more trades and its associated staff (including contractors) within the Region and/or all the trades activities and trades staff (including contractors) at a nominated location. A Charge Hand/Supervisor can be required to perform the duties of their trade/s at any time. A Charge Hand/Supervisor may also be nominated as Project Leader on any project in addition to their other responsibilities. The Region is to maintain an up-to-date Position Description for each of its Charge Hand/Supervisor positions.

(f) Project Leader

A Project Leader is a person appointed to a Project Leader position by the Department. Project Leader positions will be created at the discretion of the Department. A Project Leader will be allocated responsibility for all aspects of a substantial refurbishment/construction project. The Project Leader will be able to supervise any staff/contractors working in connection with a project as necessary and will ensure compliance with all relevant specifications and requirements. A Project Leader can be required to perform the duties of their trade/s at any time. The duration of any Project Leader role will be limited to the life of the project. The Region is to provide the Project Leader with an up-to-date Position Description.

(iv) Approved Courses:

For the purpose of this Clause, 'Approved Courses' are TAFE courses and any others that the Department approves. However an Approved Course must relate to the acquisition of new skills/knowledge by the individual, additional to the base trade, and not simply the modernisation or updating of current work practices or methods. Approved Courses will not include personal Workplace Health and Safety related courses, updated inventory or programmed maintenance systems courses, new computer software etc.

(v) Deemed Credited with Approved Course or part thereof:

For Tradespersons who have not successfully completed an Approved Course; The Regional Director or nominee may deem the additional skills/knowledge required to be regularly utilised by a tradesperson to be equivalent to that acquired from successfully undertaking an Approved Course/s or from one or more identifiable modules of an Approved Course. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant Approved Course/s or modules thereof for progression purposes.

(vi) Regular:

'Regular' for the purposes of this Clause refers to duties/tasks occurring periodically, routinely or which are programmed. Project work and other work occurring randomly, sporadically or irregularly would not be 'regular'. Where tasks are required to be performed irregularly but would, if they were regular, attract a higher classification level, then 'Mixed Functions' allowance should be paid to the higher classification level in accordance with the award. That is, when a Tradesperson is required to perform the additional work irregularly and is qualified to do so, he/she should be paid any applicable higher rate for the period of time the additional skills/knowledge is required to be performed or for the whole shift in accordance with the Mixed Functions Clause of the Crown Employees Skilled Trades Award.

(vii) Trades Standard:

'Trades Standard' for the purposes of this Clause means a quality of work/knowledge equivalent to that reasonably required of a qualified tradesperson in the relevant trade.

(viii) No Double Counting:

The performance of any function reasonably within the scope of employment classification, and/or additional skills performed at less than a trades standard and/or for which payment of an allowance or additional remuneration is already provided do not count for translation, appointment or progression purposes.

(ix) The Department to Decide its Requirements:

The Department is to decide which and how many trades staff will be regularly required to use the additional skills/knowledge attracting higher rates of pay. In reaching that decision the Department might consider;

- what number of staff are needed to utilise the additional skill/knowledge.



- whether a trades staff is already paid for numerous additional skills/knowledge, in which there may be limited opportunity to effectively utilise one more additional skill/knowledge.

- whether the work should be contracted out. Before deciding the work should be contracted out, the Region is to consider the skills/knowledge possessed by trades staff in addition to their base trades. To this end, a list of such additional skills/knowledge is to be maintained by the Region in a state of reasonable currency, subject to employee cooperation and assistance in compiling and maintaining that list.

(x) **Maintaining Standards:**

Tradespersons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s (or in some cases, the modules thereof they were deemed credited with) in order to continue to be paid the higher classification level.

(xi) **Leading Hand Allowance:**

Leading Hand Allowance will be paid to Tradespersons in the classifications Levels 1 to 4 inclusive who are required to supervise the work of contractors and/or staff; provided that for this purpose, apprentices will not be counted, each contractor supervised will be counted but any contractor's staff will not.

(xii) **Appointment and Progression:**

The employment level for all new tradespersons employed will be determined as per the provisions of Clause 5 of this Award.

(a) **Appointment:** Once appointed to a particular Level in this Classification Structure, a tradesperson may not have his/her Level reduced because the Region no longer requires the additional skills/knowledge warranting the higher Level to be regularly utilised. Accordingly appointments of trades staff should initially be made to the Level 1 position, or at least be carefully considered having regard to the foreseeable medium to longer term requirements of the appointment.

(b) **Progression:** Consideration of progression to Classification Levels 2, 3 and 4 must always be based on a Departmental requirement to utilise the additional skills/knowledge at that time and into the foreseeable future and may not count skills/knowledge no longer regularly required by the Department to be utilised.

(xiii) **Training:**

Trades staff are to meet the costs of training associated with the additional skills/knowledge referred to in this Clause and attend that training in their own time. Study Leave provisions apply. Where the Department directs the employee undertake training, any such training outside of paid work time will be paid for at the ordinary hourly base rate.

## **6. Roll-Up of Allowances**

Environmental Allowance (Mental Institutions Allowance) and Annual Leave Loading are already rolled up into the base wage.

Base wage rates were increased by \$30.00 per week to incorporate the equivalent of the Mental Institutions Allowance and were wages increased by 1.35% to reflect the Annual Leave Loading on 1 February 1998.

## **7. Boiler Attendant Allowance**

An officer being the possessor of a Boiler Attendant's Certificate who is required to supervise or operate a boiler shall for each week he/she is so required shall be paid in addition to the rates prescribed an amount per instance as specified in Part B of this Award.

## **8. Thermostatic Mixing Valve Allowance**

An officer who is a licensed plumber and holds a Thermostatic Mixing Valve Certificate issued by a College of Technical and Further Education and is required to act upon such certificate shall be paid an allowance at a weekly rate as specified in Part B of this award.

## **9. Dispute Resolution Procedures**

- (i) The aim of the procedure is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purposes of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance-handling procedure, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:
  - (a) where a dispute arises at a particular work location, discussions shall be held between the officer/s concerned and the immediate supervising officer;
  - (b) failing resolution of the issues at that level, further discussions shall take place between the employee, the relevant local delegate or employee representative and the supervising officer or manager;
  - (c) if the dispute remains unresolved, the local delegate shall refer the matter to the Union official who will confer with the Area Manager or General Manager; and
  - (d) if the dispute is not resolved at that stage, the matter is to be referred to the Director, Employee Relations or Senior Employee Relations Officer who will assume responsibility for liaising with Senior Executive members of the Department and advise of their final position.
- (iii) If the matter remains unresolved following the above process, it may be referred by either party to the Industrial Registrar.
- (iv) Whilst these procedures are taking place, no ban, limitation or stoppage of work shall take place.
- (v) In cases where a dispute is premised on an issue of safety and is unable to be resolved at the Area/Divisional level, the matter should be referred to the Director, Employee Relations for further consultation with the Union/s.

## **10. Union Subscriptions**

The Department agrees to automatically deduct Union dues on behalf of Unions as defined from the pay of Union members once authorised by the employee.

## **11. Wages and Allowances**

Wages and allowances are shown in Part B of this award.

## **12. School Based Apprentices**

- (a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- (b) Wages
  - (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

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

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

### **13. Work at Alternative Worksite**

- (i) General
- (a) The terms of this clause replace clause 8, Excess Fares and Travelling, of the Crown Employees Skilled Trades Award.
  - (b) This clause does not apply where an employee is recalled to duty after leaving work, in which case the call-back provisions of the Crown Employees Skilled Trades Staff Award apply.
  - (c) For the purposes of this clause, a reference to a "worksite" means each individual sub-site of Metro Residences and Hunters Residences, including but not limited to Rydalmere, Marsden, Casuarina Grove, Norton Road, Stockton, Kanangra, Tomaree, Riverside and Summer Hill .
- (ii) Mobility Allowance and Excess Travelling Time

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) An employee is to be paid a Mobility Allowance at the rate indicated in Part B of this award per day where required by the Department to travel to an alternative worksite in circumstances where no notice of the requirement to do so was provided prior to leaving work the previous day. Such Mobility Allowance will be payable regardless of whether the required travel is undertaken within or outside of ordinary working hours and regardless of the transportation arrangements utilised to attend the alternative worksite.
- (b) Notice of a regular requirement to travel to an alternative worksite can be given to the employee once. Such notice must be written and include advice as to the days of the week/fortnight/month. etc., that the travel will be required. Notice given pursuant to this paragraph also serves as notice "prior to leaving work the previous day" referred to in paragraph (a) of this subclause.

- (c) Where an employee is required to commence his/her ordinary hours at an alternative worksite, he/she is to be paid at ordinary rates for any travelling time in excess of that time usually taken to travel to and from their home and usual worksite. The payment of such ordinary rates is to be rounded to the nearest 15 minutes.

(iii) Mileage Allowances and Fares.

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance, in accordance with the official tax rate as determined by the Australian Taxation Office, where directed by the Department to utilise their own vehicle in order to travel to and from an alternative worksite;
- (b) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where the employee opts to utilise their own vehicle to travel to and from an alternative worksite and the Department agrees to that occurring prior to the employee utilising their own vehicle;

|                      |                     |
|----------------------|---------------------|
| Engine Capacity      |                     |
| Over 2601cc and over | 30.0c per kilometre |
| 1601cc to 2600cc     | 29.6c per kilometre |
| Under 1600cc or less | 25.2c per kilometre |

- (c) And subject to the provisions of paragraph (d) of this subclause, an employee who utilises public transport in order to travel to and from an alternative worksite will be reimbursed any public transport costs.
- (d) Where the use of the employee's vehicle or fare incurred relates to the journey between the employee's home and the alternative worksite to commence work or relates to the journey between the alternative worksite and the employee's home at the cessation of work, the amount of Mileage Allowance or fares which can be claimed under this subclause will be limited to that number of kilometres or fare which is in excess of that reasonably incurred by the employee in relation to the journey to and from the employee's home and usual worksite.

(iv) Rest Periods, Tea Breaks and Unpaid Meal Periods

If still working at an alternative worksite at the relevant time and, unless specifically advised otherwise:

- (a) An employee is to take any paid rest period or tea break at the alternative site.
- (b) Employees may not travel to the usual worksite in Departmental time or in a Departmental vehicle in connection with the unpaid meal period.
- (c) Nothing will be payable to an employee in relation to the use of the employee's vehicle or fare incurred in connection with the unpaid meal period.

(v) Temporary Transfer to Alternative Worksite

An employee may be directed to work from an alternative worksite for one week or more on a temporary transfer basis where that direction is reasonable. For the purposes of subclauses (ii) and (iii) of this clause, where such a direction has been given, the alternative worksite will be deemed to be the usual worksite upon the expiry of two weeks' notice or immediately upon commencement at the alternative worksite where two weeks' or more notice was given.

#### 14. Average Disability Allowance

- (i) Many of the allowances within PART B - Rates of Wages and Allowances of this Award are disability allowances paid on a per occasion, per hour or daily basis depending upon the work performed. The allowances in question relate to:

177 Welding

178 Bricklaying > 18 kg

179 confined spaces

180 height

181 hot places

182 insulation

183 asbestos eradication/airborne Lead

184 smoke boxes A

185 wet places

186 acid furnaces

187 smoke boxes B

188 clean down bricks

189 spray application

190 roof work

191 explosive power tools

193 dirty work

214 applying obnoxious substances

289 legionella

171 fouled equipment

176 pneumatic tool operation

152 chokages

- (ii) Some or all of these above allowances may be the subject of a mutual agreement between individual trades staff and the Region (in writing) to pay the individual an Average Disability Allowance (ADA) amount. The process of reaching agreement involves:

- the staff member and Department agreeing on how many occasions each type of allowance would be claimed by the staff member on average per fortnight of work, then,

- Calculating the total dollar (\$) value of all those allowances and dividing that amount by 10 to obtain an ADA amount, then,

- Recording the above information on a suitable information sheet and retaining it attached to a signed and dated agreement (and retaining both as for wages records).

- (iii) The agreed ADA amount is to be paid fortnightly with wages for each on-duty day within each pay period. A day of leave is not an on-duty day. For example, if the staff member takes four recreation leave days and works the other days in the fortnight, he/she would be paid the ADA amount x 6 in his/her pay.
- (iv) Where such an agreement is reached, the payment of the ADA in accordance with subclause (iii) to an individual will be in full satisfaction of any claims to the specified allowances that might be brought.
- (v) The ADA amount for each individual trades staff will be derived once per year and, for new employees, after three months of employment and annually thereafter.
- (vi) The ADA amount will be automatically increased under the agreement in the same percentage and with the same effective date as for increases to the corresponding Award disability allowances.
- (vii) Neither party should unreasonably refuse to agree on a fair ADA amount. Either party to the agreement can seek a review of the ADA amount in between annual reviews if there is a substantial change to the pattern of work of the staff member.

## **15. Anti-Discrimination**

- 15.1 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.
- 15.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 15.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

## 16. Area, Incidence and Duration

This award shall apply to employees and Apprentices indicated by the trades specified in Part B of this award employed by the Department.

- (i) This award shall take effect on and from 1 July 2018 and remains in force until 30 June 2019, and rescinds and replaces the Skilled Trades Staff - Department of Ageing, Disability and Home Care (State) Award 2017, published 18 August 2017 (381 I.G. 682) and all variations thereof.

## 17. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

## PART B

### Rate of Wages and Allowances

| Salary and Allowance ID Codes | Classification, Wages and Allowances Wages (excluding Apprentices) | 1st full pay on or after 1/07/18 (2.5%)<br>Per annum<br>\$ |
|-------------------------------|--|--|
| G51                           | Bricklayer Level 1   | 60,468   |
| G41                           | Bricklayer Level 2 (calculate 105% of Level 1)                     | 63,491   |
|                               | Bricklayer Level 3 (calculate 110% of Level 1)                     | 66,514   |
|                               | Bricklayer Level 4 (calculate 115% of Level 1)                     | 69,537   |
| G52                           | Carpenter and/or Joiner Level 1                                    | 60,468   |
| G44                           | Carpenter and/or Joiner Level 2 (calculate 105% of Level 1)        | 63,491   |
|                               | Carpenter and/or Joiner Level 3 (calculate 110% of Level 1)        | 66,514   |
|                               | Carpenter and/or Joiner Level 4 (calculate 115% of Level 1)        | 69,537   |
| G53                           | Painter Level 1  | 60,468   |
| G47                           | Painter Level 2 (calculate 105% of Level 1)                        | 63,491   |
| G48                           | Painter Level 3 (calculate 110% of Level 1)                        | 66,514   |
|                               | Painter Level 4 (calculate 115% of Level 1)                        | 69,537   |
| G54                           | Plumber and/or Gasfitter Level 1                                   | 61,042   |
| G4A                           | Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)       | 64,092   |
| G43                           | Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)       | 67,147   |
|                               | Plumber and/or Gasfitter Level 4 (calculate 115% of Level 1)       | 70,198   |
| G56                           | Electrical Fitter Level 1  | 64,271   |
| G4D                           | Electrical Fitter Level 2 (calculate 105% of Level 1)              | 67,483   |
|                               | Electrical Fitter Level 3 (calculate 110% of Level 1)              | 70,698   |
|                               | Electrical Fitter Level 4 (calculate 115% of Level 1)              | 73,911   |
| G57                           | Plant Electrician Level 1  | 67,647   |
| G4G                           | Plant Electrician Level 2 (calculate 105% of Level 1)              | 71,030   |
|                               | Plant Electrician Level 3 (calculate 110% of Level 1)              | 74,414   |
|                               | Plant Electrician Level 4 (calculate 115% of Level 1)              | 77,795   |
| G58                           | Fitter Level 1   | 60,468   |
| G4J                           | Fitter Level 2 (calculate 105% of Level 1)                         | 63,491   |
|                               | Fitter Level 3 (calculate 110% of Level 1)                         | 66,514   |
|                               | Fitter Level 4 (calculate 115% of Level 1)                         | 69,537   |
| G5D                           | Motor Mechanic Level 1   | 60,468   |

|     |   |                                      |
|-----|---|--------------------------------------|
| G4P | Motor Mechanic Level 2 (calculate 105% of Level 1)<br>Motor Mechanic Level 3 (calculate 110% of Level 1)<br>Motor Mechanic Level 4 (calculate 115% of Level 1)<br>Charge/Supervisor or Project Leader | 63,491<br>66,514<br>69,537<br>80,906 |
| 196 | Leading Hand Allowance  |                                      |
|     | Leading Hand 1 to 5   | 2,813                                |
| 197 | Leading Hand 6 to 10  | 3,605                                |
| 198 | Leading Hand > 10   | 4,712                                |
|     | Tradesmen's Licence Allowance   | Per annum<br>\$                      |
| 347 | Plumber   | 2,776                                |
| 347 | Gasfitter   | 2,776                                |
| 350 | Drainer   | 3,650                                |
| 350 | Plumber and/or Gasfitter  | 3,650                                |
| 350 | Gasfitter and/or Drainer  | 3,650                                |
| 350 | Plumber and/or Drainer  | 3,650                                |
| 352 | Plumber/Gasfitter/Drainer   | 4,958                                |
| 354 | Drainer (Licensed)  | 2,301                                |
| 357 | Electrician   | 2,719                                |
|     | Tradesmen's Registration  |                                      |
| 205 | Plumber -Computing Quantities   | 2,065                                |
| 366 | Computing Quantities  | 1,623                                |
|     | Certificate Allowances  |                                      |
| 308 | Thermostatic Mixing Valve Certificate Allowance   | Per annum<br>\$<br>1,468             |
|     | Apprentice Trades   |                                      |
|     | 1st Year  | 27,956                               |
|     | 2nd Year  | 35,765                               |
|     | 3rd Year  | 45,248                               |
|     | 4th Year  | 51,335                               |
|     | Examination Allowance   |                                      |
|     | 1st Year  | 97.38                                |
|     | 2nd Year  | 194.87                               |
|     | 3rd Year  | 292.08                               |
| 370 | Industry Allowance  | 1,720.50                             |
|     |   | Per Hour<br>1/07/18<br>\$            |
|     | Mobility Allowance  | 8.52                                 |
| 177 | Welding Allowance   | 0.32                                 |
| 178 | Bricklaying > 18 kg   | 2.35                                 |
| 179 | Confined Spaces   | 1.06                                 |
| 180 | Height Money  | 0.88                                 |
| 181 | Hot Places  | 1.06                                 |
| 182 | Insulation  | 1.06                                 |
| 183 | Asbestos Eradication/Airborne Lead  | 2.86                                 |
| 184 | Smoke Boxes A   | 0.55                                 |
| 185 | Wet Places  | 0.87                                 |
| 186 | Acid Furnaces, Stills   | 4.31                                 |
| 187 | Smoke Boxes B   | 2.10                                 |
| 188 | Clean down bricks   | 0.80                                 |
| 189 | Spray Application   | 0.87                                 |
| 190 | Roof Work   | 1.06                                 |
| 191 | Explosive Power Tools   | 2.01                                 |
| 193 | Dirty Work  | 0.87                                 |
| 214 | Applying Obnoxious Substances   | 1.06                                 |



|     |  |                            |
|-----|--|----------------------------|
| 289 | Legionella   | 3.94                       |
|     |  | Per day<br>\$              |
| 171 | Fouled Equipment   | 9.89                       |
| 176 | Pneumatic Tool Operation                                   | 4.64                       |
|     | Relief Daily Licence Allowances                            |                            |
| 207 | Plumber/Drainer/Gasfitter Licence                          | 19.09                      |
| 208 | Drainer  | 10.38                      |
| 209 | Gasfitter/Drainer  | 8.72                       |
| 210 | Computer Quantities  | 13.81                      |
| 212 | Plumber/Drainer/Gasfitter                                  | 6.16                       |
| 287 | Registration Certificate                                   | 7.93                       |
| 152 | Chokages   | Per Instance<br>\$<br>9.97 |
|     | Tool Allowance   | Per Week                   |
|     | Electrical Fitter/Electrical Mechanic/Plant<br>Electrician | 20.45                      |

P. M. KITE, Chief Commissioner

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**SOUTH SYDNEY CITY COUNCIL SALARIED OFFICERS AWARD  
2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2018/166702)

Before Chief Commissioner Kite

7 June 2018

**AWARD**

**PART A**

**1. Arrangement**

PART A

| Clause No. | Subject Matter                                 |
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#### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Tool Allowance

Table 3 - Performance Incentive Bonus

#### PART C

#### AWARD COVERAGE

Table 1 - Categories of Employees

## **2. Area, Incidence and Duration**

- (i) This Award will be binding on:
  - (a) the Council of the City of Sydney;
  - (b) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
  - (c) the Local Government Engineers' Association;
  - (d) the Development and Environmental Professionals' Association of New South Wales; and
  - (e) all employees of the Council of the City of Sydney except those employed under the following awards:

The City of Sydney Wages/Salary Award 2017, as amended or replaced; and

South Sydney City Council Wages Staff Award 2017, as amended or replaced.
- (ii) This Award shall be known as the South Sydney City Council Salaried Officers Award 2017.
- (iii) This Award shall cover positions and grades referred to in Part C - Table 1 of this Award and to any other subsequent positions created under this Award.
- (iv) This Award rescinds and replaces the South Sydney City Council Salaried Officers Award 2014, published 22 August 2014 (376 I.G. 1005).
- (vi) This Award shall operate on and from 9 June 2018 and shall remain in force for a period of 3 years.

### **3. Statement of Intent**

The parties to the Award are committed to:

- (i) co-operating positively to increase the efficiency and achieve greater flexibility to workplace practices.
- (ii) improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- (iii) eliminating discrimination.

### **4. Anti-Discrimination**

- (i) It is the intention of the parties to this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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 sec 56 (d) of the *Anti-Discrimination Act 1977* (NSW); or
  - d. a party to this agreement 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.

### **5. Grievance and Dispute Settlement Procedure**

- (i) The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- (ii) To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.
- (iii) The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.

- (iv) Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

At all stages of the Dispute Resolution Process employees will continue to perform work for the Council as directed by the Council or its authorized representatives, without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and any relevant Council policies. The procedure to be followed is as follows:

Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen carefully to the employee(s) concerns and together the parties will try to resolve the dispute.

Step 2 If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3 More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4 If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

- (v) To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- (vi) Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

## **6. Classification Structure**

Categories of employees who may be employed under this Award are set out in Table 1 of Part C.

- (i) Progression Grades 1 to 13
  - (a) The classification structure has as its foundation a consistent and rigorous process of determining relativities of positions. This process takes into account all the features of work performed by salaried employees at Council, including the nature of all conditions under which it is performed and any hazards that may inevitably be experienced.
  - (b) Movements through each of the Levels shall be based on the acquisition and application of additional skills over a prescribed period, which shall be a minimum of 12 months for any one Level. The minimum period is established to ensure that the skills acquired can be applied to the full range of conditions that may apply to the position and to an appropriate level of performance.
  - (c) Job Evaluation Policy - The consistent analysis and evaluation of each position within the grading structure shall be undertaken in compliance with the Job Evaluation Policy, as adopted by Council from time to time.

- (ii) Leadership Criteria and Performance Incentive Bonus Scheme Grades 14-18
  - (a) Leadership Criteria is available to provide employees with the opportunity to receive recognition for meeting or exceeding these criteria. Employees shall complete the 12 months review cycle with Council prior to being eligible for the bonus payments.
  - (b) The rates of pay for Leadership Criteria are set out in Table 1 of Part B of this Award.
  - (c) Employees who have reached the Leadership Criteria pay rate will be eligible to participate for Performance Incentive Bonus Payments as follows:
    - (1) New Employees - for employees commencing employment after 14 August 2002:
      - (i) Stage 1: Performance bonus of up to 2.5% is available after a 12 month assessment process following successful completion of the leadership criteria. The process will start on 1 July 2003 with an assessment to take place between July and August 2004. The bonus of up to 2.5%, where achieved will be paid by 30 September 2004.
      - (ii) Stage 2: Performance bonus of up to 5% is available after a 12 month assessment process. This will begin on 1 July 2004 and subject to the completion of the stage 1 performance assessment process. The assessment will take place between July and August 2005. The bonus of up to 5%, where achieved will be paid by 30 September 2005.
    - (2) Existing Employees - for employees commencing employment before 14 August 2002:
      - (i) Stage 1: Performance bonus of up to 5% is available after a 12 month assessment process following successful completion of the leadership criteria. The process will start on 1 July 2003 with an assessment to take place between July and August 2004. The bonus of up to 5%, where achieved will be paid by 30 September 2004.
      - (ii) Stage 2: Performance bonus of up to 5% is available after a 12 month assessment process. This will begin on 1 July 2004 and subject to the completion of the stage 1 performance assessment process. The assessment will take place between July and August 2005. The bonus of up to 5%, where achieved will be paid by 30 September 2005.
  - (d) Bonus payments, where referred to in this clause are one off payments and do not form a permanent part of the base salary of the employee.
  - (e) The amounts of bonus payments for each stage are set out in Table 3 of Part B of this Award.
  - (f) Within 12 months of the making of this award the parties will negotiate to finalise the model for the performance incentive bonus scheme and an appropriate training agenda, for commencement of the process on 1 July 2003.

## **7. Rates of Pay**

- (i) See clause 8 of the Award for increases to the rates of pay.
- (ii) In Table 1 of Part B of this Award, the rates of pay detailed within each of the Grades include all skill based and disability allowances and other payments for accreditation which applied prior to the making of this Award and take into account the range of conditions under which all work is performed.
- (iii) In relation to the progression in the Grades in Table 1 of Part B of the Award:
  - (a) Salary steps are provided within grades 5 to 13 to encourage the development of positions within these grades.

- (b) The relationship between the entry rates of pay and the subsequent steps is detailed as follows:

|                 |                      |      |
|-----------------|----------------------|------|
| Grades 5 to 8   | Entry to Step 1:     | 3.5% |
|                 | Step 1 to Step 2:    | 3.5% |
|                 | Step 2 to Step 3:    | 3.0% |
|                 |                      |      |
| Grades 9 to 13  | Entry to Step 1:     | 2.5% |
|                 | Step 1 to Step 2:    | 2.5% |
|                 | Step 2 to Step 3:    | 2.5% |
|                 |                      |      |
| Grades 14 to 18 | Appointment to       |      |
|                 | Leadership Pay Rate: | 2.5% |

- (iv) The rate of pay for positions at Grade 14 and above shall be inclusive of the overtime required to effectively undertake the range of duties required of the position.

### **8. Pay Increases**

- (i) This Award provides for an initial pay increase of 2.35% to the rates of pay under the previous Award. The new rates of pay detailed in Table 1 of Part B are to be retrospectively applied from 8 the first full pay period on or after 1 July 2017.
- (ii) The following further increases will be applied to the rates of pay detailed in Table 1 of Part B from the first full pay period on or after the date specified below.
- (a) 1 July 2018: 2.5%.
- (b) 1 July 2019: 2.5%.

### **9. Salary Sacrifice**

An employee may agree to sacrifice a portion of pre-tax ordinary pay in accordance with Council's Salary Sacrifice Policy.

### **10. Payment of Wages**

- (i) The Council will pay the weekly wage due to each employee directly into an account bearing the employee's name at a mutually agreed financial institution (referred to as the nominated account) subject to the following:
- (a) The Council reserves the right to limit the definition and number of financial institutions that can be nominated; and
- (b) Employees must supply full details of the nominated account to the Council prior to commencing their employment.
- (ii) Time off during normal working hours will not be required by employees, or authorised by Council, for the purpose of obtaining cash or otherwise attending to the accounts at the nominated financial institutions
- (iii) An employee may authorise the Council to deduct payments on behalf of the employee, provided the employee has given written notification authorising the deduction(s).

### **11. Local Workplace Agreements**

- (i) The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.

- (ii) In agreement with employees and their representative unions, the Council may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.
- (iii) A LWA may be negotiated to provide for different conditions of employment than are provided for in the Council's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, Shift Work, overtime, on call, meal breaks, and allowance payments.
- (iv) A LWA may provide for different conditions of employment where the following requirements have been complied with:
  - a) employees are not disadvantaged when the LWA is viewed as a whole;
  - b) the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
  - c) the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
  - d) the LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;
  - e) the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the *Industrial Relations Act 1996* (NSW); and
  - f) the LWA will improve efficiency and/or customer service and/or job satisfaction.
- (v) LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- (vi) LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- (vii) LWA's will be by consent, between employees, the Council and the relevant Union(s), where the parties shall commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (i.e. 50% + 1) of employees party to the LWA must vote in favour of it.
- (viii) All LWA'S that have been accepted as per subclause 11(vii) will be registered with the NSW Industrial Relations Commission.

## **12. Workplace Flexibility**

- (i) The parties to this Award agree that to provide an efficient and effective level of service staffing arrangements must continually address service demands and employees must be flexible to the Council's requests to perform additional or other duties as necessary.
- (ii) To meet service demands, from time to time, the Council may require employees to transfer between divisions/positions within the same salary band or level.
- (iii) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- (iv) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the Council if they believe they are unable or unqualified to meet a position's job requirements.



- (v) Transferring employees for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).
- (vi) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (vii) Where prior written approval is given, the Council will bear the costs associated with any training which the employee is requested or required to undertake.

### **13. Skills Development and Workplace Training**

- (i) The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- (ii) Individual development plans will be reviewed annually in line with the Performance Management & Development Program.
- (iii) If an employee is required by the Council to undertake compulsory training in accordance with the employee's individual development plan, the employee will not suffer any reduction in ordinary pay as a result.

### **14. Terms of Employment**

- (i) To be eligible for a permanent appointment a person must pass a full medical examination by Council's Medical Officer.
- (ii) An employee, who does not report for duty on any day for any reasons shall, as soon as practicable after normal starting time on that day, give notice to the Council or its authorised representative as to the reason for and prospective duration of the absence.
- (iii) This subclause provides:
  - (a) Where an employee is absent from duty for reasons which remove an entitlement to payment under this Award, the Council may deduct from the wage of the employee, payment for all time not worked.
  - (b) The Council shall not make any deduction from wages for time lost owing to wet weather, provided that the employee;
    - (1) shall continue working until such time as the supervisor orders work to cease,
    - (2) shall stand by as directed by the supervisor, and
    - (3) shall recommence duty as directed.
- (iv) Where an employee is absent from duty without permission for a continuous period of one ordinary working week, and the employee fails within such period to furnish an explanation in writing for the absence satisfactory to the Council, the employee's employment shall be deemed to have abandoned their employment.
- (v) This subclause provides:
  - (a) The Council may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training, provided that such duties are not designed to promote deskilling.
  - (b) An employee shall carry out such duties as directed, including duties of a higher grade position.

- (c) Where an employee is directed to perform work for a lower grade, the employee shall not suffer any reduction in rate of pay as a result of this arrangement.

## **15. Hours of Work**

### (i) Spread of Hours - General

- (a) Except as otherwise provided in paragraph (b), the ordinary working hours for employees shall be 36.25 per week, worked between 6:00am and 8:00pm, Monday to Friday inclusive, except for unpaid meal breaks.
- (b) The ordinary working hours for employees engaged in the library function shall be 36.25 per week, worked between 6:00am and 8:00pm, Saturday to Friday, except for unpaid meal breaks.
- (c) Where the job description requires an employee to supervise 38 hour per week worker(s), the employee shall also be required to work a 38 hour week.
- (d) The ordinary hours of work shall not exceed 12 hours on any one day.
- (e) Except in cases of emergency (to be determined by Council), the Council shall not alter the starting or finishing time of any employee without first giving 7 days' notice of the change.

### (ii) Arrangement of Hours

- (a) In respect of 36.25 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 72.5 hours within 2 weeks or 145 hours within 4 weeks.
- (b) In respect of 38 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.

### (iii) Spread of Hours - Shift workers

- (a) The ordinary hours of a shift worker shall be worked, in shifts as rostered, between Saturday and Friday inclusive, as follows;
  - (1) Cleansing Foreman on night shift shall work 32 hours per week. For the 32 hours per week prescribed by this paragraph a shift penalty of 11.5% shall apply, except for a shift worked on a public holiday.

This penalty is in lieu of the 30% night shift prescription, in accordance with the 32 hours per week arrangement (clause 20 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).
  - (2) Employees engaged in the Community Resources function and Children's Services shall work 36.25 hours per week, between 6:00am and 10:30pm.
  - (3) Ordinance Inspector and Parking Enforcement Officers shall work 38 hours per week, between 6:00am to 8:00pm.
  - (4) All other shift workers shall work 36.25 hours per week between 6:00am and 8:00pm.

### (iv) Shift Work - General

- (a) A Shift Worker shall not be required to work:
  - (1) in broken shifts; or
  - (2) more than 11 shifts in 14 consecutive days without payment of overtime.

- (b) All shift work shall be rostered and the starting and ceasing time of ordinary hours working hours shall be shown in this roster.
- (c) There shall be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.
- (d) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to those set out in sub-clauses (i), (ii), (iii) and (iv) may be agreed upon by the Council and the employee(s) concerned. Any such agreement will be genuine with not compulsion to agree. At any stage of the negotiations, either the employee(s) or Council may seek assistance from the appropriate Union, Association or Council's Joint Consultative Committee.
- (v) Transfer of Employees to Shift Work
  - (a) In order to meet the needs of the industry, the Council may introduce shift work or transfer a day worker to shift work, provided:
    - (1) agreement is reached with the Union concerned; or
    - (2) in the absence of agreement, the dispute is referred to the appropriate Conciliation Commissioner. In this case a day worker shall not be transferred to Shift Work until the dispute has been resolved.
  - (b) The provisions of paragraph (a) of this subclause shall not apply to:
    - (1) shift work already in operation as at the date of making the Award; or
    - (2) Council's right to transfer a day worker to shift work to perform the duties of a shiftworker temporarily absent from duty.
- (vi) Redistribution of Daily Working Hours - The Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for the adoption of a scheme for working a nine day fortnight or nineteen day month. Time worked during these periods shall be treated as the ordinary hours of duty for the employee(s) concerned.

## **16. Part-Time Employment**

- (i) A part time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the Council, but such days shall not be less than 1 day per week and such hours shall not be less than 4 hours per week and shall be worked in accordance with clause 15, Hours of Work of this Award.
- (ii) Prior to commencing part-time work, Council and the employee shall agree upon the conditions under which the work is to be performed including:
  - (a) the hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work; and
  - (b) the nature of the work to be performed; and
  - (c) the rate of pay as paid in accordance with this Award.
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by Council. The Council must provide the employee with a copy of these conditions.

- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.
- (viii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.

#### **17. Casual Employment**

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid an hourly rate for ordinary hours worked in accordance with clause 15, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position.
- (iv) Loading - In addition to the amounts prescribed by sub-clause (ii) of this clause, a twenty five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall be paid in lieu of all leave and public holidays prescribed by the Award.

#### **18. Consultative Committee**

- (i) The Joint Consultative Committee comprising of employee and management representatives, will continue to provide a forum for consultations between the Council and its employees on matters effecting efficiency and productivity, award restructuring and career opportunities for employees.
- (ii) All members of the Joint Consultative Committee should undergo appropriate training to ensure effective participation in the Joint Consultative Committee.

#### **19. Higher Grade**

- (i) Temporary Appointments - An employee, required to perform the normal duties of a position which is at a higher grade within the salary system, shall be paid the entry level for that grade, provided:
  - (a) the payment in the higher grade position shall be a minimum increase of 2.5%, provided any payment does not exceed the rate set for step 3 of the grade of the temporary appointment;
  - (b) the payment shall be made for the time actually spent relieving in the higher position; and
  - (c) where an employee acts higher grade for a period of 4.5 hours, the higher grade will be paid for the full day subject to a formal direction from a director in advance of the employee acting in the higher grade.
- (ii) Promotions - Permanent appointments/ promotions to a position at a higher level within the salary system shall be made at the entry level of the grade, provided:
  - (a) the minimum salary adjustment shall be an increase of 2.5%; and
  - (b) the calculation of any increase provided for in paragraph (a) does not place the employee's new pay rate in excess of step 3 of the grade of the new position.
- (iii) An employee who is appointed to a higher position shall be paid the rate of the higher classification from and inclusive of the date of appointment.
  - (a) Where a vacant position has been filled by a higher grade appointment for a period of three months, the Council shall take the necessary steps to make a permanent appointment to the position.

- (b) This provision shall not apply to a position vacated on approved leave.
- (v) On-the-job-training - The provision of this clause shall not apply to an employee who performs the whole or part of the duties of a higher grade position for the purpose of gaining experience or training, provided that the appointed occupant remains on duty and retains the responsibilities of the position during this time.
- (vi) Where an employee does not assume the entire duties of a higher grade the employee may be paid a proportionate rate.

## **20. Penalty Rates**

- (i) Except as otherwise provided, all employees are entitled to the following penalty rates:
  - (a) Rotating shifts, Monday to Friday inclusive:
    - (1) Morning Shifts - For all ordinary time worked which commences after 4:00am and before 5:30am - ordinary rates plus 15%.
    - (2) Afternoon Shifts - For all ordinary time worked which finishes after 8:00pm and at or before midnight - ordinary rates plus 15%.
    - (3) Night Shifts - For all ordinary time worked which finishes after midnight and at or before 8:00am - ordinary rates plus 15%.
    - (4) Day Shifts - For all ordinary time worked other than in (1), (2) and (3) above - ordinary rates.
  - (b) Permanent Shifts, Monday to Friday inclusive:
    - (1) Morning Shifts (as defined in sub-clause (a) (1)) - ordinary rates plus 15%.
    - (2) Afternoon Shifts (as defined in sub-clause (a) (2)) - ordinary rates plus 15%.
    - (3) Night Shifts (as defined in sub-clause (a) (3)) - ordinary rates plus 30%.
  - (c) Weekend and Public Holiday Shifts:
    - (1) Saturday Shifts - For all ordinary time worked, the major portion of which falls between midnight Friday and midnight Saturday - ordinary rates plus 50%.
    - (2) Sunday Shifts - For all ordinary time worked, the major portion of which falls between midnight Saturday and midnight Sunday - ordinary rates plus 100%.
    - (3) Public Holiday Shifts - For all ordinary time worked, the major of which falls on a public holiday - ordinary rates plus 150%.
  - (d) Prescribed 32 Hour Week Workers:
    - (1) Permanent night shift (as defined in sub-clause (a) (3)), Monday to Friday - ordinary rates plus 11.5%.
    - (2) Saturday Shifts (as defined in sub-clause (c) (1)) - ordinary rates plus 25%.
    - (3) Sunday Shifts (as defined in sub-clause (c) (2)) - ordinary rates plus 75%.
    - (4) Public Holiday Shifts (as defined in sub-clause (c) (3)) - ordinary rates plus 150%.

- (ii) This subclause provides:
  - (a) Transfer of Employee to Shift work - Except as provided for in paragraph (b) of this sub-clause, a day worker required by the Council to transfer to shift work shall be paid for all morning, afternoon and night shifts worked in the first week after transfer, as follows:
    - (1) If transferred to a 38 or 36.25 hour week roster - ordinary rates plus 50%.
    - (2) If transferred to a 32 hours week roster - ordinary rates plus 25%.
  - (b) A day worker engaged upon day work, who requests and obtains a transfer to Shift Work, or as a result of having applied for and obtained a position involving Shift Work, shall not be entitled to the additional payments prescribed by this subclause.
- (iii) Notice for Change in Roster - Where the employer changes the roster of a rostered shift worker, other than a shift worker rostered for relief work, without having first given the employee 48 hours clear notice of the change, the employee concerned shall be paid for the first shift worked on the altered roster at the rate of ordinary time plus 100%.
- (iv) The provisions of this clause shall not apply to a Caretaker in receipt of free quarters.

## **21. Overtime**

- (i) The Council may require an employee to work reasonable overtime.
- (ii) All time worked by direction before the commencement of ordinary hours, or later than the completion of ordinary hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Saturday - Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday shall be paid for at the rate of double time.
- (v) Public Holidays
  - (a) Overtime worked on a Public Holiday as prescribed by this award shall be paid for at the rate of double time during those hours which would be ordinary hours of work.
  - (b) Any portion of overtime worked on a Public Holiday outside the employee's ordinary working hours of work will be paid for at the rate of triple time.
  - (c) The payments prescribed in (a) and (b) of this subclause will be in addition to the employee's normal pay for the holiday, where such an entitlement arises under this Award.
- (vi) Overtime worked on any day, whether in broken periods or otherwise, shall be regarded as continuous.
- (vii) Where the major portion of a period of overtime worked extends into a Sunday or Public Holiday, the whole of the overtime shall be deemed to have been worked on the Sunday or Public Holiday, as the case may be.
- (viii) Where overtime commences or terminates at an hour where the usual means of transport are not available, the Council shall provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home shall, if required to resume and cease work before the employees normal starting time, receive a minimum payment equivalent to four (4) hours work at the appropriate overtime rates. The provisions of this Clause shall not apply to the following:

- (a) To a Caretaker residing on premises at the place of employment.
  - (b) Where an employee ceases work without permission or at the request of the employee, before normal ceasing time for such work.
- (x) Ten Hour Break
- (a) Overtime required to be worked by Council shall be arranged so that the employee has at least a ten consecutive hour break between the completion of work on one day and the commencement of work on the next.
  - (b) Where overtime is not arranged as set out in paragraph (a) of this subclause, the employee upon completion of such overtime, shall be granted ten (10) consecutive hours off duty without loss of pay for ordinary working time. If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until such time as the ten hour break is granted.
- (xi) Exemption from Overtime - The provisions of this clause shall not apply to employees whose salary is set at a rate equivalent to the entry level of Grade 14 and above.
- (xii) Time Off in Lieu of Overtime - 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 time off in lieu equivalent to the actual hours worked. This paragraph shall not apply to employees who are on call or called back to work. Such time must be taken within three (3) calendar months of accrual otherwise overtime rates will be applied.
- (xiii) Shift workers
- (a) Non continuous overtime - a shift worker called back to work overtime shall be paid at the rate of double time.
  - (b) Public Holidays.
    - (i) Overtime worked by a shift worker on a Public Holiday shall be paid at the rate of double time and one half.
    - (ii) Any time worked by a shift worker on a Public Holiday that falls between the employee's ordinary rostered working hours shall not be regarded as overtime and shall be paid for at the appropriate penalty rates.

## **22. Leave Entitlements**

### **A. ANNUAL**

- (i) Annual Leave shall accrue to full-time employees at the rate of 20 days per annum and part-time employees at the rate of one and two thirds days per month on a pro-rata basis.
- (ii) If any special or public holiday for which an employee is entitled to payment occurs during the period of their annual leave, the leave period will be extended to account for such paid holidays.
- (iii) If both parties agree, the leave may be taken in any combination of separate periods, provided the leave is due and taken in whole days.
- (iv) If both parties agree, annual leave may be taken wholly or partly in advance.
- (v) If employed for a full year, a part time employee shall be entitled to annual leave calculated on a proportionate basis.

- (vi) Rostering - Council may roster the taking of annual leave and, unless otherwise agreed between both parties, the date fixed for this purpose will be within a period of twelve months after the annual leave became due.
- (vii) This subclause provides:
  - (a) Notice by Council - The Council shall give employees at least one month's notice of the date upon which they are to proceed on annual leave. In the case where annual leave is rostered, notice of at least two months will be given.
  - (b) Notice by Employee - The employee is required to give 2 weeks' notice of the intention to take leave.
- (viii) This subclause provides:
  - (a) Employees are entitled to receive their ordinary pay for the holiday period in full prior to proceeding on annual leave.
  - (b) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three calendar months immediately proceeding the taking of annual leave, and the employee has not ceased to do such work for an aggregate period of more than five working days, the employee shall be paid for the annual holiday at the rate applicable to the higher classification.
  - (c) Loading - In addition to the payment prescribed in paragraphs (a) and (b) of this subclause, an employee shall be paid a loading equivalent to 17.5% of four weeks ordinary wage in respect of each four weeks annual leave accruing. However, in the case of an employee engaged on rostered Shift Work for a period of twelve months prior to the taking of annual leave, the employee shall continue to be paid the penalty rates relevant to the existing or projected roster, or the loading prescribed by this paragraph, whichever is the greater.
- (ix) On resignation or termination of employment, the Council shall pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This shall include payment for any annual leave due to the employee on a proportionate basis. The amount payable shall be calculated at the employee's ordinary rate of pay applicable at the date of termination.

## B. BEREAVEMENT LEAVE

- (i) Where an employee, other than a casual employee, is absent from duty because of the death of a person in accordance with paragraphs (a) to (e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
  - (a) a spouse of the employee;
  - (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;
  - (c) a child or an adult child (including an adopted child, 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;
  - (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or



- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

‘relative’ means a person related by blood, marriage or affinity;

‘affinity’ means a relationship that one spouse because of marriage has to blood relatives of the other; and

‘household’ means family group living in the same domestic dwelling.

- (ii) Bereavement leave shall be taken within a reasonable period as soon as practicable from the date of the death of the individual.
- (iii) Employees will be entitled to an additional three days bereavement leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step, foster child).
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iv) Bereavement Entitlements for Casual Employees
  - a. Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 22B(i) paragraphs (a) to (e) above.
  - b. Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - c. Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual are otherwise not affected.

#### C. PERSONAL CARER’S LEAVE

- (i) Personal Carer’s leave is available to:
  - (a) provide care and/or support for sick members of the employee’s family or household when they are ill or require care due to an unexpected emergency; or
  - (b) provide for the flexible use of other entitlements.

The personal carer’s leave described in this section C is available to full time and part time staff - but not casual staff.

- (ii) The entitlement to use leave in accordance with this section is subject to the employee being responsible for the care and support of the Person Concerned.
- (iii) For the purposes of this section C and section C(A), a ‘Person Concerned’ refers to a person who needs the employee’s care and support and is:
  - (a) a spouse of the employee;
  - (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;

- (c) a child or an adult child (including an adopted child, 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;
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

‘relative’ means a person related by blood, marriage or affinity

‘affinity’ means a relationship that one spouse because of marriage has to blood relatives of the other: and

‘household’ means family group living in the same domestic dwelling.

- (iv) An employee, other than a casual or other employee that receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year’s annual sick leave entitlement, to provide care and support for such persons when they are ill or require care due to an unexpected emergency.
- (v) Sick leave accumulates from year to year. In addition to the current year’s grant of sick leave available under (ii) above, sick leave untaken from the previous year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (vi) The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in (v) above.
- (vii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person or establish by production of documentation the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (viii) The employee shall, wherever practicable, give the Council notice prior to their absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of absence.
- (ix) In normal circumstances, the employee must not take leave under this section C where another person has taken leave to care for the same person.
- (x) An employee may elect, with the consent of the Council, to take:
  - (a) annual leave, including annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties;
  - (b) an employee may elect with the Council’s agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
  - (c) long service leave; or
  - (d) leave without pay for the purpose of providing care and support to the person concerned as defined in (iii).

- (xi) Personal carers entitlements for casual staff:
  - (a) Subject to the evidentiary and notice requirements in (vii) to (viii), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Person Concerned (as defined in (iii)) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
  - (b) The Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

C(A). FLEXIBLE WORK PRACTICE ALTERNATIVE TO PERSONAL CARER'S LEAVE

- (i) Time off in Lieu of Payment of Overtime:
  - (a) An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
  - (c) If, having elected to take time as leave in accordance with (i)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
    - (a) Where no election is made in accordance with (i)(a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.
- (ii) Use of make-up time:
  - (a) An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, 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 during ordinary hours and works those hours at another time) at the Shift Work rate which would have been applicable to the hours taken off.

D. LONG SERVICE LEAVE

- (i) An employee shall be entitled to long service leave at their ordinary rate of pay as follows:

| Length of Service  | Entitlement      |               |
|--|------------------|---------------|
|  | Prior to 22/8/83 | Since 22/8/83 |
| After 5 years of service                                 | NA               | 6.5 weeks     |
| After 10 years of service                                | 13 weeks         | 13 weeks      |
| After 15 years of service                                | 19.5 weeks       | 21.5 weeks    |
| After 20 Years Service                                   | 30.5 weeks       | 35 weeks      |
| For every completed period of 5 years service thereafter | 11 weeks         | 13 weeks      |

- (a) Long service leave shall accrue in accordance with the above table and proportionately for each completed month of service.
  - (b) Where an employee has completed more than 5 years' service with the Council and is terminated for any cause, the employee or the authorised or legal representative of the employee, shall be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements shall be calculated in accordance with the table set out in part (a) of subclause (i) of this Clause.
- (ii) Notice
- (a) The Council must give the employee at least one month's notice of the granting of long service leave.
  - (b) The employee is required to give 2 weeks' notice of the intention to take long service leave.
- (iii) If both parties agree, accrued long service leave may be taken in separate periods of not less than one week.
- (iv) Employees are entitled to receive their ordinary pay for the period of long service leave prior to taking leave.
- (v) The period of long service leave will be extended by any public holidays or award holidays that may fall during the period of long service leave.
- (vi) This subclause provides:
- (a) For the purpose of calculating long service leave entitlements in accordance with subclause (i)(a) of this clause all prior continuous service with any other Council within New South Wales shall be deemed to be service with Council.
  - (b) Continuity of service shall be deemed not to be broken by transfer or change of employment from another Council provided the period between cessation of service and the date of employment with South Sydney City Council does not exceed three months.
- (vii) Where an employee is employed in accordance with the provisions of this Award and transfers to another Council and the employee elects to transfer accrued long service leave entitlements, Council will pay to the newly employing Council the monetary equivalent of all long service leave accrued by the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

## E PARENTAL LEAVE

- (i) Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* (NSW) as amended, the NSW Family Provisions Test Case 2005, and section 744 of the *Fair Work Act 2009* (Cth).
- (ii) Parental Leave includes maternity leave, paternity or partner leave or adoption leave.
- (iii) An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.
- (iv) Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.

- (v) Entitlement:
  - (a) an employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and
  - (b) parental leave is not to extend beyond 1 year after the child was born or adopted.
- (vi) Paternity or Partner Leave
  - (a) Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).
  - (b) Paternity Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with subclause 22E(iv); and
  - (c) a further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child
  - (d) Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
    - (1) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
    - (2) That the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child
- (vii) Maternity Leave
  - (a) An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:
    - 18 weeks full pay; or
    - 36 weeks half pay from the date maternity leave commences;
  - (b) The employee will provide at least 10 weeks written notice of the intention to take leave.
  - (c) Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.
- (viii) Adoption Leave
  - (a) Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 18 years. Adoption leave consists of:
    - (1) An unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee; and a further unbroken period in order to be the primary care-giver of the child.
    - (2) An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall be entitled to:

18 weeks full pay; or

36 weeks half pay.

(b) Adoption leave is subject to the employee providing:

a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes; and

a statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the employee is seeking that period of extended adoption leave to become the primary caregiver of their child.

(c) For the purposes of this Clause, spouse includes a de facto spouse.

(ix) The weekly rate of pay referred to in sub-clauses 22E(vi), (vii) and (viii) will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.

(x) Notice of Intention to Take Parental Leave

(a) The employee should give at least 10 weeks' written notice of their intention to take leave.

(b) In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.

(c) In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.

(xi) Right to Request

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

(i) extend the period of simultaneous parental leave use up to a maximum of eight weeks;

(ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; and

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

(c) The employee's request and Council's decision made under subclauses 22E(xi)(a)(ii) and 22E(xi)(a)(iii) must be recorded in writing.

(d) Request to return to work part-time - Where an employee wishes to make a request under sub-clause 22E(xi)(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.

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

F. SICK LEAVE

- (i) Definition - Sick Leave - Sick Leave is paid leave of absence (payable at the ordinary rate) which is granted to an employee when the employee is unable to perform his/her duties on account of illness or injury.
- (ii) Entitlements:
  - (a) Upon appointment - 15 days.
  - (b) Upon completion of each 12 months of service subsequent to appointment - 15 days.
  - (c) Sick leave shall be cumulative from year to year.
  - (d) Part-time employees shall have pro-rata entitlement to sick leave calculated upon the number of hours worked per year.
- (iii) Notification of absence
  - (a) An employee unable to attend work through illness or injury shall contact their supervisor or designated person as soon as practicable.
  - (b) Where possible the employee shall advise their supervisor of the anticipated length of their absence from work.
- (iv) Provision of Medical Certificates
  - (a) When an employee is absent from work owing to illness or injury for a period in excess of two consecutive working days (inclusive of weekends) the employee must provide a certificate from a qualified medical practitioner, confirming that the employee was unfit to attend work for the period claimed as sick leave. This certificate must be dated within 3 days from and inclusive of the first day of absence.
  - (b) When an employee has three (3) absences (including carer's leave absences) not supported by a medical certificate in a year, the employee is required to furnish a medical certificate for all future absences for the balance of that service year.

- (c) When an absence of sick leave is likely to extend for a period longer than 5 days, the employee shall provide a medical certificate to their supervisor which shows the anticipated date of return.
  - (d) When the absence extends beyond the date shown on the initial certificate issued, the employee shall submit a new certificate which shows the anticipated date of return and will continue to provide such certificates until the employee returns to work.
  - (e) Requests for payment of sick leave shall be submitted on the appropriate form supplied by the Council.
- (v) Direction to attend a Medical Examination
- Council may direct an employee to attend a medical practitioner nominated by the Council:
- (a) when it appears unlikely that the employee will resume their employment;
  - (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave;
  - (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position; or
  - (d) when an explanation for illness contained in a medical certificate is vague or insufficient.
- (vi) Sick Leave Without Pay
- (a) Where an employee has exhausted all accrued sick leave entitlements and the employee is unable to attend for duty owing to illness or injury, the period of absence shall be regarded as sick leave without pay.
  - (b) An employee's entitlement to sick leave without pay will be 60 days.
  - (c) Periods of sick leave without pay shall count as service provided the maximum period or periods of sick leave without pay does not exceed a total of 60 days.
- (vii) Public holidays occurring during a period of absence due to sick leave, shall not be counted as sick leave.
- (viii) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three (3) calendar months immediately preceding the taking of sick leave, and the employee has not ceased to do such work for an aggregated period of more than five (5) working days, the employee shall be paid for the sick leave at the rate applicable to the higher classification for a maximum of 20 days for any one absence.
- (ix) Illness when on Annual/Long Service Leave - If an employee becomes sick or is injured whilst on annual leave or long service leave, the employee may elect to have the period of illness treated as sick leave and at a time convenient to the Council take additional holiday leave equivalent to the period of illness, provided:
- (a) the period of illness or injury is at least 7 days; and
  - (b) the illness or injury is supported by medical evidence satisfactory to the Council confirming that the employee was housebound.
- (x) Refund of Sick Pay - Where an employee obtains a verdict for damages or an amount of money in settlement of a claim for damages against a third party in respect of an injury or illness for which the employee has received sick pay in accordance with the provisions of this Clause, the



employee shall refund to the Council any such sick pay paid by the Council insofar as the verdict or settlement includes an amount in respect of such sick pay.

- (xi) Council's liability under this clause in respect of one continuous absence of sick leave is limited to 315 days for staff employed as at 11 February 1980 and 260 days for those employees commencing employment on and after the 12 February 1980.

**G. OTHER LEAVE**

- (i) Jury Leave

Full time or part time employees required to attend jury service will be paid an amount equal to the difference between what you are paid for jury service and what an employee would have been paid if they had worked their rostered hours.

**23. Public Holidays**

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other days proclaimed as public holidays by the New South Wales State Government will be holidays under this Award.
- (ii) In addition to the days provided for in sub-clause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where a holiday occurs on a day on which an employee is rostered off while employed on a rotating roster system, the employee shall be paid an ordinary day's pay for that day. This payment shall be in addition to an ordinary week's pay, provided that the additional amount paid for the public holiday does not exceed eight hours pay.
- (iv) Where an employee is required to perform higher grade duties for the full day proceeding or following a public holiday, the employee shall be paid for the holiday at the higher grade rate.
- (v) An employee who is absent without pay on the working days immediately before and following a public holiday shall not be entitled to payment for the holiday.

**24. Union Picnic Day**

- (i) This subclause provides:
  - (a) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be held on a day that is agreed to by the Council and the Union(s).
  - (b) The union(s) shall advise the Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (ii) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be paid ordinary pay for the normal working day.
- (iii) Employees who are not financial members of the Union(s) and who are not required by Council to work on Union Picnic Day may apply to the Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up overtime.

**25. Calculation of Service**

- (i) For the purpose of this Award, the following periods shall be taken into account in calculating service with the Council:

- (a) any leave of absence with pay approved by Council;
  - (b) any leave of absence without pay approved by Council General Manager but not exceeding one ordinary working week;
  - (c) periods of absence due to accident or incapacity for work covered by the *Workers Compensation Act 1987*;
  - (d) previous periods of service which were not terminated by resignation or dismissal; and
  - (e) any period of service with the Australian Military Forces provided that the employee enlisted or was called up direct from the service of the South Sydney City Council and the employee subsequently returned to Council's service.
- (ii) Sick Leave without Pay - where sick leave has been approved by Council, the period of leave shall count as service, provided:
- (a) the maximum period or periods of leave without pay to count as service does not exceed a total of 60 days;
  - (b) any periods of sick leave without pay approved to count as service shall be aggregated so that the maximum available throughout the employee's employment with Council shall be limited to a total amount of 60 days; and
  - (c) where the incapacity is due to war caused disabilities accepted by the Department of Veteran's Affairs, the employee shall be entitled to have counted as service one additional week for each year of the employee's service.

## **26. Work Health & Safety**

- (i) The parties to this Award acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.
- (ii) The Council will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- (iii) The Council will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- (iv) Employees who identify potential risks or hazards must immediately report the risk or hazard to their immediate supervisor or the WHS Committee.

## **27. Uniforms, Clothing and Safety**

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear;:
  - (a) The Council shall pay for the cost of clothing.
  - (b) The employee shall wear and use such clothing (including footwear) as directed.
  - (c) Lost or damaged clothing due to an employee's misuse or negligence shall be replaced or paid for by the employee to whom the clothing was issued.

- (ii) This subclause provides:
  - (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.
  - (b) An employee who fails or refuses to wear safety clothing (including footwear) will not be permitted to commence work and will be sent home to collect the clothing. The employee shall receive no pay for the absence.
  - (c) An employee who continues to breach the provisions of this clause will be subject to disciplinary action.

## **28. Workplace Efficiency**

- (i) The union(s) and employees concerned will cooperate in relation to the introduction of mechanisation or technological changes in the Council, depending on prior consultation. This is to enable advantage to be taken of new or improved technology so as to achieve efficiency gains, both monetary and otherwise, by enabling the most suitable plant and equipment to be used, and to facilitate the introduction of mechanisation or technological changes.
- (ii) Where the Council does not have specialised equipment or plant, or where purchase of such equipment could not be financially justified, or where work involves expertise beyond Council's staff, or in special circumstances, contractors may be used to perform work concerned.
- (iii) The Council may reintroduce time clocks and/or attendance books for all personnel with no loss of privilege to current individual staff exempted at present.
- (iv) The Council may rearrange lunch breaks to increase effective working time and reduce disruption to the workforce.
- (v) To achieve increases in effective working time, existing practices shall be altered so that:
  - (a) Morning/afternoon tea breaks are to be taken where the employee is working; and
  - (b) The maximum period of 10 minutes changing, showering and washing time, allowed as a concession to those employees whose normal duties necessitate that they have a shower or a wash before departing, shall not be exceeded.
- (vi) To shorten the waiting time for stores and materials, to obtain more effective use of working time and to facilitate faster completion of jobs, employees concerned will cooperate with management in the early planning of stores acquisitions and related matters.
- (vii) Trades staff are to cooperate with management in improving, where feasible, the orderly and economical scheduling of work to be done by the various trades concerned in jobs where more than one trade is involved.
- (viii) Employees will co-operate in the introduction of future improvements in working practices and procedures and improved and more efficient working methods where reasonable and will cooperate in reducing costs where practicable.

## **29. Exemption from Industrial Action**

The unions agree that the following permanent exemptions shall apply in relation to all industrial action:

- (i) Council may engage contractors to provide security services in relation to the Administrative Offices and Council Chambers complex, if Council deems it necessary for public safety and/or the protection of property;
- (ii) Emergency Services Officers are exempt from all industrial action;

- (iii) community services, including meals-on-wheels and other services to aged persons, the food cooperative service, the tenants' support service, shall be exempt from all industrial action;
- (iv) watering and care of all horticultural material, including nursery stock, seedlings, specialised turf sporting areas and complexes shall be exempt; and
- (v) at the Administrative Offices and Council Chambers, the following shall be exempt from all industrial action:
  - (a) the staffing of the Administrative Offices' vehicular entrances;
  - (b) the staffing of the Administrative Offices' pedestrian entrances;
  - (c) the staffing of the Council Chambers' main entrance;
  - (d) the work of the roving patrols of the Administrative Offices and Council Chambers;
  - (e) the Mayor's Officer;
  - (f) Council's Pest Controller and their plant and equipment; and
  - (g) watching services required by law at Council's depots shall be exempt from all industrial action.

### **30. Tool Allowance**

- (i) Where Council requires a tradesperson such as a working Foreman and Team Leader to use tools as part of the performance of their duties the employee shall be paid a tool allowance.
- (ii) This subclause provides:
  - (a) The rate per week for tool allowances is set out in Table 2 of Part B of the Award.
  - (b) The allowance paid shall be deemed to apply in respect to the full range of tools ordinarily used in the performance of the employee's trades, occupation and duties.
- (iii) The Council shall:
  - (a) Provide a suitable and secure weather proof lock-up for the purpose of storing employees' tools on the job.
  - (b) Insure and keep insured against loss or damage by fire or theft while on Council's premises, such tools of employees as are necessary and used during the course of their employment.
- (iv) The employee shall, if requested to do so, provide the Council with a list of tools used.
- (v) The Council shall provide tools, other than those expected to be provided by a Tradesperson and for which the allowance is paid. Any argument about this matter is to be dealt with in accordance with the dispute procedure of the Award or referred to the Joint Consultative Committee for consideration.

### **31. Travelling Expenses**

- (i) An employee may apply for a monetary advance to cover those costs which can be determined prior to the required travel.
- (ii) Upon presentation of receipts or other accepted documentation, the employee may claim for reimbursement of all reasonable expenses incurred (less any advance paid) in connection with the employee's duties as directed.

- (iii) Travel arrangements, including accommodation, shall be arranged mutually between the employee and the appropriately authorised Council employee.

### **32. Meal Breaks**

- (i) Unpaid Breaks - An unpaid break of a minimum of 30 minutes shall be given and taken within the first 5 hours of continuous work.
- (ii) Payment when meal break not able to be taken:
  - (a) Overtime - An employee required to work overtime for 2 hours or more immediately after the agreed finishing time shall be granted a meal break not exceeding 20 minutes. Where an employee is required to work a further 4 hours following the first two hours of overtime a break of 20 minutes shall be taken each subsequent 4 hours worked.
  - (b) Shift Work - An employee working Shift Work shall be granted a paid break of 30 minutes in each shift.
- (iii) All meal breaks shall be taken at the direction of the Council.
- (iv) Meal breaks shall not be regarded as an interruption to overtime.
- (v) This subclause provides:
  - (a) Except in cases of extreme emergency, an employee shall not be required to work continuously for more than 5 hours without a meal break.
  - (b) Where this is required, an employee shall be paid at the rate of double ordinary rates for all ordinary time worked after the expiry of the 5-hour period. This payment will continue until the meal break is granted or until normal finishing time, whichever is earlier.
  - (c) Extension of Meal Break - Where there is prior agreement between the Council and the employee(s), the taking of meal breaks may be extended beyond 5 hours without the payment of overtime. Agreements reached in relation to the extension of meal breaks must be genuine.

### **33. Payment to Dependants of a Deceased Employee**

Where the service of an employee is terminated by death and the employee has an entitlement to payment for annual and/or long service leave, then the amount to which the employee would have been entitled shall be paid by the Council to the estate of the deceased employee.

### **34. Employee Representatives**

- (i) Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.
- (ii) For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.
- (iii) With written notification given to the Council, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- (iv) Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
  - a. the content of the training will enhance their role in carrying out representational functions under this Award; and

- b. the Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.
- (v) While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- (vi) Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times and locations agreed between the employee representative and the Council, provided that adequate notice is given to the Council of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.

### **35. Termination of Employment**

The Council will apply the *Industrial Relations Act 1996* (NSW) if it terminates the employment of an employee.

- (i) In circumstances which might lead to the Council terminating an employee's employment, the Council will apply the provisions of Part 6 of the *Industrial Relations Act 1996* (NSW). It will also apply the matters set out in this clause.
- (ii) The *Industrial Relations Act 1996* (NSW) sets out the employee's rights if their employment is terminated by the Council. The Council is committed to applying the Act. However, the Act does not become part of this Award. Therefore an employee's rights are not frozen if the Act changes.
- (iii) Instead of giving the employee notice set out in this clause, the Council can pay the employee for the notice period or can reduce the notice period and pay the employee for that reduction. If the Council chooses to pay the employee instead of allowing her/him to work for the full notice period, it will calculate the amount it pays the employee at their ordinary rate of pay for the ordinary hours he/she worked during the period of notice.
- (iv) If the employee decides to leave the Council's employment, then they must give to the Council two weeks' notice. If the employee does not give the Council the correct amount of notice the Council can deduct from any money it owes to the employee the amount they would have earned if they had worked their ordinary hours for the period of notice they have given.
- (v) The employment of a full time or part time employee may be terminated by the giving of notice or the forfeiture by the employee of payment in lieu of notice. This shall not affect the right of the Council to dismiss an employee without notice in the case of an employee guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Council to continue the employment of the employee concerned during the required period of notice.
- (vi) The Council shall give to an employee a period of notice of termination in accordance with the following table.

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

- (vii) For the purpose of this Clause "serious misconduct" includes:
  - (a) wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment; and

- (b) conduct that causes imminent, and serious, risk to:
  - (i) the health, or safety of a person; or
  - (ii) the reputation of the Council.
- (viii) For the purposes of subsection (vii) of this Clause, conduct that is serious misconduct includes:
  - (a) the employee, in the course of the employee's employment, engaging in:
    - (1) theft;
    - (2) fraud; or
    - (3) assault;
    - (4) the employee being intoxicated at work;
    - (5) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
    - (6) the employee is guilty of a breach of the Council's Code of Conduct and/or disciplinary code as may be varied by the Council from time to time.
  - (ix) If an employee is unhappy about how the Council applies this clause to an employee, he or she can use the dispute settlement procedure set out in clause 5 - Grievance and Disputes Settlement Procedure.
  - (x) If the Council has given notice, it will give the employee up to one day off without loss of pay so that he or she can look for other employment. The employee can take time off when it is convenient for he or she and the Council, after the employee has consulted with the Council.
  - (xi) In any case where it has been established to the satisfaction of the Chief Executive Officer, or a duly authorised representative, that an employee has been guilty of serious misconduct or breach of discipline, the Chief Executive Officer may do the following instead of terminating the employee's employment:
    - (a) suspend the employee for a period not exceeding one ordinary working week;
    - (b) defer payment of a wage increment; and/or
    - (c) reduce the rate of the employee's hourly rate either permanently or for a specified period.
  - (xii) An employee with more than two months service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall contain information as to the length and nature of the employment of the employee.
  - (xiii) Council shall, provide an employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the relevant government department or agency.

### **36. Workplace Change and Redundancy**

- (i) Council's Duty to Notify:
  - (a) Where the Council has made a definite decision to introduce major workplace changes, such as restructuring or technology that is likely to have a significant effect on its employees, Council shall notify the employees who may be affected and the union to which they belong.

- (b) A 'significant effect' could include:
  - (1) Termination of employment;
  - (2) Major changes to the composition, operation, skill requirements or size of Council's workforce;
  - (3) The elimination or diminution of job opportunities, promotion or job tenure;
  - (4) the alteration of hours of work;
  - (5) the need for retraining or transfer of employees to other work or locations; and
  - (6) the restructuring of jobs.
- (ii) Council's Duty to Discuss Change
  - (a) In addition to providing notification, Council will discuss the introduction of major workforce changes with affected staff and their union representatives, including the likely impact the changes may have on employees, and measures that may be implemented to avert or mitigate any adverse effects.
  - (b) Council shall commence discussions and provide all relevant information about the proposed changes as early as possible.
- (iii) Discussion before Termination
  - (a) Where Council has made a definite decision that it no longer wishes the job being performed by an employee to be done by that individual or any other employee and, as a consequence of this decision, the individual's employment may be terminated, discussions will be held with that employee and their union representatives.
  - (b) The Council will also provide all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of staff likely to be affected and the number of employees normally employed by the Council, as well as the period over which the terminations are likely to be carried out.
- (iv) Notice to Government Agencies
 

In the event of termination(s), the Council will provide the relevant government agencies, such as Centrelink, with information regarding the redundancies as soon as possible. The information will include the number and categories of employees likely to be affected and the period over which the terminations will be carried out.
- (v) Notice to Employee
  - (a) Council will provide five weeks' notice to terminate, or payment in lieu of such notice, except in circumstances where a redundancy has arisen due to the introduction of new technology.
  - (b) Where an employee is to be terminated because of the introduction of new technology, the employee shall be entitled to three months' notice of termination or payment in lieu of such notice.
  - (c) Notice or payment of notice under this subclause shall count as service for the purposes of calculating leave entitlements.
- (vi) During a period of notice of termination given by Council, an employee shall 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 Council the employee shall provide proof of attendance at an interview.



(vii) Redundancy Entitlements

- (a) In addition to any required period of notice as provided in subclause (v) of this clause, an employee shall be entitled to the following.

| Year of Service    | Payment  |
|--------------------|--|
| 0-1 year           | 2 weeks  |
| 1-2 years          | 6 weeks  |
| 2-3 years          | 10 weeks   |
| 3-4 years          | 14 weeks   |
| 4-5 years          | 16 weeks   |
| 5-6 years          | 18 weeks   |
| 6 years and beyond | 20 weeks + 2 weeks for each additional year of service up to a maximum of 34 weeks |

- (b) In addition, an employee shall be entitled to any other benefits determined by Council policy, to apply in relation to redundancy arrangements.
- (viii) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the relevant Government department or agency.
- (x) Wherever practical and reasonable, voluntary redundancy remains Council's preferred option for managing staff who, firstly have been identified as surplus to needs as a result of workplace change and secondly, wish to leave Council.
- (xi) Redeployment:
- (a) Wherever practical and reasonable, redeployment remains Council's preferred option for management of surplus staff.
- (b) Salary Maintenance - Where an employee has been identified for redeployment and is transferred in accordance with Council's policy, salary maintenance to the level of the employee's substantive position will be provided for a period limited to 12 months from the date of redeployment. Thereafter the employee will receive the rate applicable to their redeployed position. Future award increases will be absorbed until parity to the new redeployed rate is achieved.

### 37. Definitions

- (i) Afternoon Shift means ordinary daily working hours that finish after 8.00pm and at or before midnight, Monday to Friday inclusive, except a public holiday.
- (ii) Child means a child of the employee or the employee's spouse under the age of one year.
- (iii) Clerical Positions means those positions whose duties are administrative and clerical in nature and have been classified within the Clerical Scale.
- (iv) Dismissal means termination of the services of an employee.
- (v) Employee means a person appointed to a classification prescribed by this Award.
- (vi) Employer means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised to act on the Council's behalf.

- (vii) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (viii) Hourly Rates shall be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.
- (ix) Maternity Leave is leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (x) Morning Shift means ordinary daily working hours that commence after 4am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xi) Night Shift means ordinary daily working hours that finish subsequent to midnight and at or before 8.00am, Monday to Friday inclusive, except a public holiday.
- (xii) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xiii) Paternity or Partner Leave is leave taken by a male employee or same sex partner in connection with the birth of a child of the employee or the employee's spouse.
- (xiv) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xv) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xvi) Salaried Division means that division of the service consisting of employees appointed to classifications prescribed by this Award.
- (xvii) Saturday Shift means ordinary daily working hours the major proportion of which fall between midnight Friday and midnight Saturday.
- (xviii) Shift Work means work performed during ordinary working hours in continuous morning, afternoon or night shifts, in rotating shifts or in rostered shifts that include a Saturday or Sunday. An employee engaged upon such work shall be deemed to be a shift worker.
- (xix) Spouse includes a de facto or former spouse.
- (xx) Sunday Shift means ordinary daily working hours the major proportion of which falls between midnight Saturday and midnight Sunday.
- (xxi) Union means an organisation of employees registered under the *Industrial Relations Act 1996* (NSW).

## PART B

### MONETARY RATES

**Table 1 - Clause 7 - Rates of Pay**

| Annual Pay Rates - Effective first Full Pay Period on or After 1 July 2017 |          |        |        |        |
|--|----------|--------|--------|--------|
| Grade  | Entry    | Step 1 | Step 2 | Step 3 |
| Trainee Grade 1  | \$32,125 |        |        |        |
| Trainee Grade 2  | \$36,962 |        |        |        |
| Trainee Grade 3  | \$42,188 |        |        |        |
| Trainee Grade 4  | \$47,517 |        |        |        |
| 1  | \$48,529 |        |        |        |
| 2  | \$50,638 |        |        |        |
| 3  | \$53,857 |        |        |        |

|              |          |                       |   |           |
|--------------|----------|-----------------------|---|-----------|
| 4            | \$55,561 |                       |   |           |
| 5            | \$57,063 | \$59,060              | \$61,129  | \$62,960  |
| 6            | \$58,578 | \$60,631              | \$62,754  | \$64,634  |
| 7            | \$60,575 | \$62,699              | \$64,893  | \$66,845  |
| 8            | \$63,107 | \$65,320              | \$67,609  | \$69,637  |
| 9            | \$67,136 | \$68,818              | \$70,539  | \$72,300  |
| 10           | \$71,169 | \$72,947              | \$74,769  | \$76,641  |
| 11           | \$77,194 | \$79,120              | \$81,101  | \$83,130  |
| 12           | \$83,747 | \$85,837              | \$87,983  | \$90,186  |
| 13           | \$90,346 | \$92,603              | \$94,917  | \$97,293  |
| <b>Grade</b> |          |                       |   |           |
|              |          | <b>On Appointment</b> | <b>Leadership Criteria in accordance with Clause 6 (ii) of this award</b> |           |
| 14           |          | \$99,859              |   | \$102,351 |
| 15           |          | \$107,105             |   | \$109,781 |
| 16           |          | \$114,369             |   | \$117,228 |
| 17           |          | \$124,403             |   | \$127,512 |
| 18           |          | \$135,010             |   | \$138,393 |

**Table 2 - Clause 30 - Tool Allowance**

| Annual Tool Allowances - Effective first Full Pay Period on or After 1 July 2017 |             |
|--|-------------|
| Classification   | Annual Rate |
| Bricklayer   | \$1,218     |
| Carpenter and Plumber  | \$1,641     |
| Metal and Mechanical Trades  | \$1,641     |
| Painter and Signwriter   | \$495       |
| Plasterer  | \$1,393     |
| Electrician  | \$1,095     |
| Stonemason   | \$1,641     |

**Table 3 - Clause 6 - Performance Incentive Bonus Scheme**

(i) Employees employed after 14th August 2002

| Grade   | On Appointment   | Leadership Criteria | Performance Incentive Bonus (Clause 6(ii))  |   |
|---------|------------------|---------------------|---|---|
| 14 - 18 | Refer to Table 1 | Refer to Table 1    | <b>Stage 1</b><br>(Bonus, where applicable to be paid by 30th September 2004)<br><b>0 to 2.5%</b><br>using the baseline of the salary listed in the leadership criteria column. | <b>Stage 2</b><br>(Bonus, where applicable to be paid by 30th September 2005)<br><b>0 to 5%</b><br>using the baseline of the salary listed in the leadership criteria column. |

(ii) Employees employed before 14th August 2002

| Grade   | On Appointment   | Leadership Criteria | Performance Incentive Bonus<br>(Clause 6(ii))  |  |
|---------|------------------|---------------------|--|--|
| 14 - 18 | Refer to Table 1 | Refer to Table 1    | <p><b>Stage 1</b><br/>(Bonus, where applicable to be paid by 30th September 2004)</p> <p><b>0 to 5%</b><br/>using the baseline of the salary listed in the leadership criteria column.</p> | <p><b>Stage 2</b><br/>(Bonus, where applicable to be paid by 30th September 2005)</p> <p><b>0 to 5%</b><br/>using the baseline of the salary listed in the leadership criteria column.</p> |

## PART C

### AWARD COVERAGE

**Table 1 - Categories of Employees**

Categories of employees who may be employees under this Award.

| Categories                              | Rates of Pay  |
|---|---|
| Trainees                                | Rates of Pay as specified   |
| Cadets                                  | Grade 1 (entry) to Grade 5 (entry)                                      |
| Clerical Operational/Library Assistants | Grade 1 (entry) to Grade 5 (Step 2)                                     |
| Parking Enforcement Officer             | Grade 4 (entry); Grade 6 (entry); Grade 6 (entry)                       |
| Ordinance Inspectors                    | Grade 4 (entry); Grade 5 (entry); Grade 6 (entry) to Grade 6 (Step 2)   |
| Clerical Officers                       | Appointments as made within the respective grades, Grade 6 to Grade 13. |
| Library Technicians                     |   |
| Technical Officers                      |   |
| Administrative Officers                 |   |
| Librarians                              |   |
| Team Leaders & Supervisors              |   |
| Customer Service Officers               |   |
| Town Planners                           |   |

|  |   |
|--|---|
| Engineers  |   |
| Architects   |   |
| Draftspersons                                      |   |
| Environmental Health & Building Compliance         |   |
| Community & Social Workers Managers & Coordinators |   |
| Specialist Categories & Senior Managers            | Appointments as made within the respective grades, Grades 14 to 18. |

P. M. KITE, Chief Commissioner.

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## **SOUTH SYDNEY CITY COUNCIL WAGES STAFF AWARD 2017**

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2018/166722)

Before Chief Commissioner Kite

7 June 2018

#### **AWARD**

#### **PART A**

1. Arrangement

#### **PART A**

| Clause No. | Subject Matter                              |
|------------|---|
| 1.         | Arrangement                                 |
| 2.         | Area, Incidence and Duration                |
| 3.         | Statement of Intent                         |
| 4.         | Anti-Discrimination                         |
| 5.         | Grievance and Dispute Settlement Procedures |
| 6.         | Classification Structure                    |
| 7.         | Rates of Pay                                |
| 8.         | Salary Sacrifice                            |
| 9.         | Payment of Wages                            |
| 10.        | Pay Increases                               |
| 11.        | Local Workplace Agreements                  |
| 12.        | Workplace Flexibility                       |
| 13.        | Skills Development and Workforce Training   |
| 14.        | Terms of Employment                         |
| 15.        | Hours of Work                               |
| 16.        | Part-time Employment                        |
| 17.        | Casual Employment                           |
| 18.        | Consultative Committee                      |
| 19.        | Higher Grade                                |
| 20.        | Penalty Rates                               |
| 21.        | Overtime                                    |
| 22.        | Leave Entitlements                          |
| A.         | Annual Leave                                |
| B.         | Bereavement Leave                           |
| C.         | Personal Carer's Leave                      |
| C(A).      | Flexible Alternative to Carer's Leave       |
| D.         | Long Service Leave                          |
| E.         | Parental Leave                              |
| F.         | Sick Leave                                  |
| G.         | Other Leave                                 |
| 23.        | Public Holidays                             |
| 24.        | Union Picnic Day                            |
| 25.        | Calculation of Service                      |
| 26.        | Work, Health and Safety                     |
| 27.        | Uniforms, Clothing and Safety               |

28. Workplace Efficiency
29. Exemption from Industrial Action
30. Tool Allowance
31. Travelling Expenses
32. Meal Breaks
33. Payment to Dependants of a Deceased Employee
34. Employee Representatives
35. Use of External Resources (Contractors)
36. Termination of Employment
37. Workplace Change and Redundancy
38. Definitions

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Tool Allowance

#### PART C

#### AWARD COVERAGE

Table 1 - Categories of Employees

Schedule A - Transitional Arrangements, Savings and Adjustments

## **2. Area, Incidence and Duration**

- (i) This Award will be binding on:
  - (a) the Council of the City of Sydney;
  - (b) the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union;
  - (c) the Local Government Engineers' Association;
  - (d) the Development and Environmental Professionals' Association of New South Wales; and
  - (e) all employees of the Council of the City of Sydney except those employed under the following awards:

City of Sydney Wages / Salary Award 2017, as amended or replaced; and

South Sydney City Council Salaried Officers Award 2017, as amended or replaced.
- (ii) This Award shall be known as the South Sydney City Council Wages Staff Award 2017.
- (iii) This Award shall cover positions and grades referred to in Part C - Table 1 of this Award and to any other subsequent positions created under this Award.
- (iv) This Award rescinds and replaces the South Sydney City Council Wages Staff Award 2014, published 22 August 2014 (376 I.G. 1041).
- (vi) This Award shall operate on and from 9 June 2018 and shall remain in force for a period of 3 years.

### **3. Statement of Intent**

The parties to the Award are committed to:

- (i) co-operating positively to increase the efficiency and achieve greater flexibility to workplace practices.
- (ii) improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- (iii) eliminating discrimination.

### **4. Anti-Discrimination**

- (i) It is the intention of the parties to this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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 sec 56 (d) of the *Anti-Discrimination Act 1977* (NSW); or
  - d. a party to this agreement 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.

### **5. Grievance and Dispute Settlement Procedures**

- (i) The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- (ii) To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.
- (iii) The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.
- (iv) Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)



At all stages of the Dispute Resolution Process employees will continue to perform work for the Council as directed by the Council or its authorized representatives, without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and any relevant Council policies. The procedure to be followed is as follows:

Step 1 If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen carefully to the employee(s) concerns and together the parties will try to resolve the dispute.

Step 2 If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3 More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4 If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

- (v) To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- (vi) Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

## **6. Classification Structure**

The classification structure has at its foundation a consistent and rigorous process of determining relativities of positions.

- (i) The classification structure takes into account all the features of work, including the nature of all conditions under which it is performed and any hazards that may inevitably be experienced.
- (ii) Movements through each of the Levels shall be based on the acquisition and application of additional skills over a prescribed period, which shall be a minimum of twelve (12) months for any one Level. The minimum period is established to ensure that the skills acquired can be applied to the full range of conditions that may apply to the position and to an appropriate level of performance.

## **7. Rates of Pay**

- (i) See clause 10 of this Award for increases to the rates of pay.
- (ii) In Table 1 of Part B of this Award. the rates of pay detailed within each of the Grades include all skill based and disability allowances and other payments of accreditation which applied prior to the making of this Award and take into account the range of conditions under which all work is performed.
- (iii) The relationship between the entry rates of pay for Grades 5 to 8 and the subsequent steps provides significant increases to staff who acquire and utilise additional skills. This relationship is detailed below:

Entry to Step 1 - 3.5%

Step 1 to Step 2 - 3.5%

Step 2 to Step 3 - 3.0%

- (iv) Progression between the levels of the classification structure as detailed in clause 6 - classification structure, shall be on the basis of the acquisition and application of skills on the job over a period satisfactory to assess whether the employee can apply the skill in a range of conditions and to an acceptable level of performance. This period shall be a minimum of 12 months.

#### **8. Salary Sacrifice**

An employee may agree to sacrifice a portion of their pre-tax ordinary pay in accordance with Council's Salary Sacrifice Policy.

#### **9. Payment of Wages**

- (i) The Council will pay the weekly wage due to each employee directly into an account bearing the employee's name at a mutually agreed financial institution (referred to as the nominated account) subject to the following;
- (a) The Council reserves the right to limit the definition and number of financial institutions that can be nominated.
- (b) Employees must supply full details of the nominated account to the Council prior to commencing their employment.
- (ii) Time off during normal working hours will not be required by employees, or authorised by Council, for the purpose of obtaining cash or otherwise attending to the accounts at the nominated financial institutions.
- (iii) An employee may authorise the Council to deduct payments on behalf of the employee, provided the employee has given written notification authorising the deduction(s).

#### **10. Pay Increases**

- (i) This Award provides for an initial increase of 2.35% to the rates of pay under the previous Award. The new rates of pay detailed in Table 1 of Part B are to be retrospectively applied from the first full pay period on or after 1 July 2017.
- (ii) The following further increase will be applied to the rates of pay detailed in Table 1 of Part B from the first full pay period on or after the date specified below.
- (a) 1 July 2018: 2.5%.
- (b) 1 July 2019: 2.5%.

#### **11. Local Workplace Agreements**

- (i) The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.
- (ii) In agreement with employees and their representative unions, the Council may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.

- (iii) A LWA may be negotiated to provide for different conditions of employment than are provided for in the Council's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, Shift Work, overtime, on call, meal breaks, and allowance payments.
- (iv) A LWA may provide for different conditions of employment where the following requirements have been complied with:
  - a) employees are not disadvantaged when the LWA is viewed as a whole;
  - b) the majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
  - c) the appropriate Union has been advised prior to commencement of discussions with the employees concerned;
  - d) the LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;
  - e) the hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the *Industrial Relations Act 1996* (NSW);
  - f) the LWA will improve efficiency and/or customer service and/or job satisfaction.
- (v) LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- (vi) LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- (vii) LWA's will be by consent, between employees, the Council and the relevant Union(s), where the parties shall commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (i.e. 50% + 1) of employees party to the LWA must vote in favour of it.
- (viii) All LWA'S that have been accepted as per sub-clause 11(vii) will be registered with the NSW Industrial Relations Commission.

## **12. Workplace Flexibility**

- (i) The parties to this Award agree that to provide an efficient and effective level of service staffing arrangements must continually address service demands and employees must be flexible to the Council's requests to perform additional or other duties as necessary.
- (ii) To meet service demands, from time to time, the Council may require employees to transfer between divisions/positions within the same salary band or level.
- (iii) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- (iv) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the Council if they believe they are unable or unqualified to meet a position's job requirements.
- (v) Transferring employees for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).

- (vi) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (vii) Where prior written approval is given, the Council will bear the costs associated with any training which the employee is requested or required to undertake

### **13. Skills Development and Workplace Training**

- (i) The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- (ii) Individual development plans will be reviewed annually in line with the Performance Management & Development Program.
- (iii) If an employee is required by the Council to undertake compulsory training in accordance with the employee's individual development plan, the employee will not suffer any reduction in ordinary pay as a result.

### **14. Terms of Employment**

- (i) To be eligible for a permanent appointment a person must pass a full medical examination by Council's medical officer.
- (ii) An employee, who does not report for duty on any day for any reasons shall, as soon as practicable after normal starting time on that day, give notice to the Council or its authorised representative as to the reason for and prospective duration of the absence.
- (iii)
  - (a) Where an employee is absent from duty for reasons which remove an entitlement to payment under this Award, the Council may deduct from the wage of the employee, payment for all time not worked.
  - (b) The Council shall not make any deduction from wages for time lost owing to wet weather, provided that the employee;
    - (1) shall continue working until such time as the supervisor orders work to cease,
    - (2) shall stand by as directed by the supervisor, and
    - (3) shall recommence duty as directed.
- (iv) Where an employee is absent from duty without permission for a continuous period of one ordinary working week, and the employee fails within such period to furnish an explanation in writing for the absence satisfactory to the Council, the employee's employment shall be deemed to have abandoned their employment.
- (v) This subclause provides:
  - (a) The Council may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training, provided that such duties are not designed to promote deskilling.
  - (b) An employee shall carry out such duties as directed, including duties of a higher grade position.

- (c) Subject to the provisions of sub-clause 36(xi), where an employee is directed to perform work for which a lower grade, the employee shall not suffer any reduction in rate of pay as a result of this arrangement.

## **15. Hours of Work**

### (i) Spread of Hours - General

- (a) The ordinary hours of employees shall be 38 hours per week, worked between 6:00am and 8:00pm, Monday to Friday inclusive, except for unpaid meal breaks.
- (b) The ordinary hours of work shall not exceed 12 hours on any one day.
- (c) Except in cases of emergency (to be determined by the Council), the Council shall not alter the starting and finishing time of any employee without first giving 7 days notice of the change.

### (ii) Arrangement of Hours

- (a) In respect of 36.25 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 72.5 hours within 2 weeks or 145 hours within 4 weeks.
- (b) In respect of 38 hours per week employees, the ordinary hours of work may be arranged so as not to exceed 76 hours within 2 weeks or 152 hours within 4 weeks.

### (iii) Spread of Hours - Shift workers

- (a) The ordinary hours of a shift worker shall be worked in shifts as rostered between Saturday to Friday inclusive, as follows;
  - (1) Motor Mechanics on night shift at the garage shall work 32 hours per week in not more than 5 shifts in 7 consecutive days,
  - (2) Cleansing Service Operators on night cleansing duties shall work 32 hours per week, and
  - (3) all other shift workers shall work 38 hours per week between 6:00am and 8:00pm.
- (b) For the 32 hours per week employees prescribed in paragraphs (1) and (2) of this subclause, a shift penalty of 11.5 per cent shall apply, except for a shift worked on a public holiday. This penalty is in lieu of the 30 per cent night shift prescription, in accordance with the 32 hours per week arrangement (Clause 20 - Penalty Rates) carried over from the former Sydney City Council (as a result of boundary changes and or amalgamations prior to 8 May 2003).

### (iv) Shift worker - General

- (a) A "Caretaker" or "Emergency Services Officer" may be required to work broken shifts provided that not more than 2 shifts shall be worked without payment of overtime in any one day.
- (b) Other than provided in paragraph (a), a shift worker shall not be required to work;
  - (1) in broken shifts; or
  - (2) more than 11 shifts in 14 consecutive days without payment of overtime.
- (c) All Shift Work shall be rostered and the starting and ceasing time of ordinary working hours shall be shown in this roster.
- (d) There shall be an interval of at least 8 hours between termination of any shift and commencement of the next succeeding shift.

- (v) Changes in Hours Arrangements by Agreement - A different arrangement or spread of hours to that set out in sub-clauses (i), (ii), (iii) and (iv) may be agreed upon by the Council and the employee(s) concerned. Any such agreement will be genuine with no compulsion to agree. At any stage of the negotiations, either the employee(s) or Council may seek assistance from the appropriate union or association.
- (vi) Transfer of Employees to Shift Work
  - (a) In order to meet the needs of the industry, the Council may introduce Shift Work or transfer a day worker to Shift Work, provided;
    - (1) agreement is reached with the Union concerned; or
    - (2) in the absence of agreement, the dispute is referred to the appropriate Conciliation Commissioner. In this case a day worker shall not be transferred to Shift Work until the dispute has been resolved.
  - (b) The provisions of paragraph (a) of this subclause shall not apply to:
    - (1) Shift Work already in operation as at the date of making the award; or
    - (2) Council's right to transfer a day worker to Shift Work to perform the duties of a shift worker temporarily absent from duty.
- (vii) Redistribution of Daily Working Hours - The Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for the adoption of a scheme for working a nine day fortnight or a nineteen day month. Time worked during these periods shall be treated as the ordinary hours of duty for the employee(s) concerned.

## **16. Part-Time Employment**

- (i) A part time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees employed by the Council, but such days shall not be less than 1 day per week and such hours shall not be less than 4 hours per week and shall be worked in accordance with clause 15, Hours of Work of this Award.
- (ii) Prior to commencing part-time work, Council and the employee shall agree upon the conditions under which the work is to be performed including:
  - (a) the hours to be worked by the employee, the days upon which they shall be worked and the commencing and finishing times for the work
  - (b) the nature of the work to be performed
  - (c) the rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment
- (iv) The conditions may be varied by consent
- (v) The conditions or any variation to them must be in writing and retained by Council. The Council must provide the employee with a copy of these conditions.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.

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

### **17. Casual Employment**

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid an hourly rate for ordinary hours worked in accordance with Clause 15, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position.
- (iv) Loading - In addition to the amounts prescribed by sub-clause (ii) of this Clause, a twenty five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall be paid in lieu of all leave and public holidays prescribed by the Award.

### **18. Consultative Committee**

- (i) The Joint Consultative Committee comprising of employee and management representatives, will continue to provide a forum for consultations between the Council and its employees on matters effecting efficiency and productivity, award restructuring and career opportunities for employees.
- (ii) All members of the Joint Consultative Committee should undergo appropriate training to ensure effective participation in the Joint Consultative Committee.

### **19. Higher Grade**

- (i) An employee, required to perform the normal duties of a position which is at a higher grade within the wages system, shall be paid the entry level for that grade, provided;
  - (a) the payment in the higher grade position shall be a minimum increase of 2.5%,
  - (b) the payment shall be made for the time actually spent relieving in the higher position, and
  - (c) where an employee acts higher grade for a period of 4.5 hours, the higher grade will be paid for the full day.
- (ii) An employee who is appointed to a higher position shall be paid the rate of the higher classification from and inclusive of the date of appointment.
- (iii) This subclause provides:
  - (a) Where a vacant position has been filled by a higher grade appointment for a period of three months, the Council shall take the necessary steps to make a permanent appointment to the position.
  - (b) This provision shall not apply to a position vacated on approved leave.
- (iv) On-the-job-training - The provision of this Clause shall not apply to an employee who performs the whole or part of the duties of a higher grade position for the purpose of gaining experience or training, provided that the appointed occupant remains on duty and retains the responsibilities of the position during this time.

### **20. Penalty Rates**

- (i) Except as otherwise provided, all employees are entitled to the following penalty rates:-
  - (a) Rotating shifts, Monday to Friday inclusive:

- (1) Morning Shifts - For all ordinary time worked which commences after 4:00am and before 5:30am - ordinary rates plus 15%.
  - (2) Afternoon Shifts - For all ordinary time worked which finishes after 8:00pm and at or before midnight - ordinary rates plus 15%.
  - (3) Night Shifts - For all ordinary time worked which finishes after midnight and at or before 8:00am - ordinary rates plus 15%.
  - (4) Day Shifts - For all ordinary time worked other than in (1), (2) and (3) above - ordinary rates.
- (b) Permanent Shifts, Monday to Friday inclusive:
- (1) Morning Shifts (as defined in sub-clause (a) (1)) - ordinary rates plus 15%.
  - (2) Afternoon Shifts (as defined in sub-clause (a) (2)) - ordinary rates plus 15%.
  - (3) Night Shifts (as defined in sub-clause (a) (3)) - ordinary rates plus 30%.
- (c) Weekend and Public Holiday Shifts:
- (1) Saturday Shifts - For all ordinary time worked, the major portion of which falls between midnight Friday and midnight Saturday - ordinary rates plus 50%.
  - (2) Sunday Shifts - For all ordinary time worked, the major portion of which falls between midnight Saturday and midnight Sunday - ordinary rates plus 100%.
  - (3) Public Holiday Shifts - For all ordinary time worked, the major of which falls on a public holiday - ordinary rates plus 150%.
- (d) Prescribed 32 Hour Week Workers:
- (1) Permanent night shift (as defined in sub-clause (a) (3)), Monday to Friday - ordinary rates plus 11.5%.
  - (2) Saturday Shifts (as defined in sub-clause (c) (1)) - ordinary rates plus 25%.
  - (3) Sunday Shifts (as defined in sub-clause (c) (2)) - ordinary rates plus 75%.
  - (4) Public Holiday Shifts (as defined in sub-clause (c) (3)) - ordinary rates plus 150%.
- (ii) This subclause provides:
- (a) Transfer of Employee to Shift Work - Except as provided for in paragraph (b) of this sub-clause, a day worker required by the Council to transfer to Shift Work shall be paid for all morning, afternoon and night shifts worked in the first week after transfer, as follows;
    - (1) if transferred to a 38 or 36.25 hour week roster - ordinary rates plus 50%.
    - (2) if transferred to a 32 hours week roster - ordinary rates plus 25%.
  - (b) A day worker engaged upon day work, who requests and obtains a transfer to Shift Work, or as a result of having applied for and obtained a position involving Shift Work, shall not be entitled to the additional payments prescribed by this subclause.
- (iii) Notice for Change in Roster - Where the employer changes the roster of a rostered shift worker, other than a shift worker rostered for relief work, without having first given the employee 48 hours clear



notice of the change, the employee concerned shall be paid for the first shift worked on the altered roster at the rate of ordinary time plus 100%.

- (iv) The provisions of this Clause shall not apply to a Caretaker in receipt of free quarters.

## **21. Overtime**

- (i) The Council may require an employee to work reasonable overtime.
- (ii) All time worked by direction before the commencement of ordinary hours, or later than the completion of ordinary hours, shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (iii) Saturday - Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (iv) Sunday - Overtime worked on Sunday shall be paid for at the rate of double time.
- (v) Public Holidays
  - (a) Overtime worked on a Public Holiday as prescribed by this award shall be paid for at the rate of double time during those hours which would be ordinary hours of work.
  - (b) Any portion of overtime worked on a Public Holiday outside the employee's ordinary working hours of work shall be paid for at the rate of triple time.
  - (c) The payments prescribed in paragraphs (a) and (b) shall be addition to the employee's normal pay for the holiday, where such an entitlement arises under this Award.
- (vi) Overtime worked on any day, whether in broken periods or otherwise, shall be regarded as continuous.
- (vii) Where the major portion of a period of overtime worked extends into a Sunday or Public Holiday, the whole of the overtime shall be deemed to have been worked on the Sunday or Public Holiday, as the case may be.
- (viii) Where overtime commences or terminates at an hour where the usual means of transport are not available, the Council shall provide, or pay for, suitable transport direct to the employee's home.
- (ix) Minimum Payment - an employee who has ceased work and returned home shall, if required to resume and cease work before the employees normal starting time, receive a minimum payment equivalent to four (4) hours work at the appropriate overtime rates. The provisions of this Clause shall not apply to the following;
  - (a) To a Caretaker residing on premises at the place of employment.
  - (b) Where an employee ceases work without permission or at the request of the employee, before normal ceasing time for such work.
- (x) Ten Hour Break
  - (a) Overtime required to be worked by Council shall be arranged so that the employee has at least a ten consecutive hour break between the completion of work on one day and the commencement of work on the next.
  - (b) Where overtime is not arranged as set out in paragraph (a) of this subclause, the employee upon completion of such overtime, shall be granted ten (10) consecutive hours off duty without loss of pay for ordinary working time. If an employee is instructed to resume work without having had

ten consecutive hours off duty, the employee shall be paid at double ordinary rates until such time as the ten hour break is granted.

- (xi) Time Off in Lieu of Overtime - 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 time off in lieu equivalent to the actual hours worked. This paragraph shall not apply to employees who are on call or called back to work. Such time must be taken within three (3) calendar months of accrual otherwise overtime rates will be applied.
- (xii) Shift workers
  - (a) Non continuous overtime - a shift worker called back to work overtime shall be paid at the rate of double time.
  - (b) Public Holidays
    - (1) Overtime worked by a shift worker on a Public Holiday shall be paid at the rate of double time and one half.
    - (2) Any time worked by a shift worker on a Public Holiday that falls between the employee's ordinary rostered working hours shall not be regarded as overtime and shall be paid for at the appropriate penalty rates.

## **22. Leave Entitlements**

### **A. ANNUAL LEAVE**

- (i) Annual Leave shall accrue to full-time employees at the rate of 20 days per annum and part-time employees at the rate of one and two thirds days per month on a pro-rata basis.
- (ii) If any special or public holiday for which an employee is entitled to payment occurs during the period of their annual leave, the leave period will be extended to account for such paid holidays.
- (iii) If both parties agree, the leave may be taken in any combination of separate periods, provided the leave is due and taken in whole days.
- (iv) If both parties agree, annual leave may be taken wholly or partly in advance.
- (v) If employed for a full year, a part time employee shall be entitled to annual leave calculated on a proportionate basis.
- (vi) Rostering - Council may roster the taking of annual leave and, unless otherwise agreed between both parties, the date fixed for this purpose will be within a period of twelve months after the annual leave became due.
- (vii) This subclause provides:
  - (a) Notice by Council - The Council shall give employees at least one month's notice of the date upon which they are to proceed on annual leave. In the case where annual leave is rostered, notice of at least two months will be given.
  - (b) Notice by Employee - The employee is required to give 2 weeks' notice of the intention to take leave.
- (viii) This subclause provides:
  - (a) Employees are entitled to receive their ordinary pay for the holiday period in full prior to proceeding on annual leave.

- (b) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three calendar months immediately proceeding the taking of annual leave, and the employee has not ceased to do such work for an aggregate period of more than five working days, the employee shall be paid for the annual holiday at the rate applicable to the higher classification.
- (c) Loading - In addition to the payment prescribed in paragraphs (a) and (b) of this subclause, an employee shall be paid a loading equivalent to 17.5% of four weeks ordinary wage in respect of each four weeks annual leave accruing. However, in the case of an employee engaged on rostered Shift Work for a period of twelve months prior to the taking of annual leave, the employee shall continue to be paid the penalty rates relevant to the existing or projected roster, or the loading prescribed by this paragraph, whichever is the greater.
- (ix) On resignation or termination of employment, the Council shall pay to the employee, or the duly authorised legal representative of the employee, all annual leave due to the employee. This shall include payment for any annual leave due to the employee on a proportionate basis. The amount payable shall be calculated at the employee's ordinary rate of pay applicable at the date of termination.

## B. BEREAVEMENT LEAVE

- (i) Where an employee, other than a casual employee, is absent from duty because of the death of a person in accordance with paragraphs (a) to (e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include;
  - (a) a spouse of the employee;
  - (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;
  - (c) a child or an adult child (including an adopted child, 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;
  - (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

‘relative’ means a person related by blood, marriage or affinity;

‘affinity’ means a relationship that one spouse because of marriage has to blood relatives of the other; and

‘household’ means family group living in the same domestic dwelling.

- (ii) Bereavement leave shall be taken within a reasonable period as soon as practicable from the date of the death of the individual.
- (iii) Employees will be entitled to an additional three days bereavement leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step, foster child).
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- (iv) Bereavement Entitlements for Casual Employees
  - a. Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in sub-clause 22B(i) paragraphs (a) to (e) above.
  - b. Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - c. Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual are otherwise not affected

C. PERSONAL CARER'S LEAVE

- (i) Personal Carer's leave is available to:
  - (a) provide care and/or support for sick members of the employee's family or household when they are ill or require care due to an unexpected emergency; or
  - (b) provide for the flexible use of other entitlements.

The personal carer's leave described in this section C is available to full time and part time staff - but not casual staff.

- (ii) The entitlement to use leave in accordance with this section is subject to the employee being responsible for the care and support of the Person Concerned.
- (iii) For the purposes of this section C and section C(A), a 'Person Concerned' refers to a person who needs the employee's care and support and is:

- (a) a spouse of the employee;
- (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;
- (c) a child or an adult child (including an adopted child, 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;
- (d) a same sex partner who lives with the employee as the de-facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household where for the purposes of this paragraph:

'relative' means a person related by blood, marriage or affinity

'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other: and

'household' means family group living in the same domestic dwelling.

- (iv) An employee, other than a casual or other employee that receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support shall be entitled to

use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill or require care due to an unexpected emergency.

- (v) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (vi) The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in (v) above.
- (vii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person or establish by production of documentation the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (viii) The employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of absence.
- (ix) In normal circumstances, the employee must not take leave under this section C where another person has taken leave to care for the same person.
- (x) An employee may elect, with the consent of the Council, to take:
  - (a) annual leave, including annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties;
  - (b) an employee may elect with the Council's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
  - (c) long service leave; or
  - (d) leave without pay for the purpose of providing care and support to the person concerned as defined in (iii)
- (xi) Personal Carers entitlements for casual staff:
  - (a) Subject to the evidentiary and notice requirements in (vii) to (viii), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Person Concerned (as defined in (iii)) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
  - (b) The Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

C(A). FLEXIBLE WORK PRACTICE ALTERNATIVE TO PERSONAL CARER'S LEAVE

- (i) Time off in Lieu of Payment of Overtime:
  - (a) An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
  - (c) If, having elected to take time as leave in accordance with (i)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
    - (a) Where no election is made in accordance with (i)(a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.
- (ii) Use of make-up time:
  - (a) An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, 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 during ordinary hours and works those hours at another time) at the Shift Work rate which would have been applicable to the hours taken off.

D. LONG SERVICE LEAVE

- (i) An employee shall be entitled to long service leave at their ordinary rate of pay as follows:

| Length of Service  | Entitlement      |               |
|--|------------------|---------------|
|  | Prior to 22/8/83 | Since 22/8/83 |
| After 5 years of service                                 | NA               | 6.5 weeks     |
| After 10 years of service                                | 13 weeks         | 13 weeks      |
| After 15 years of service                                | 19.5 weeks       | 21.5 weeks    |
| After 20 Years Service                                   | 30.5 weeks       | 35 weeks      |
| For every completed period of 5 years service thereafter | 11 weeks         | 13 weeks      |

- (a) Long service leave shall accrue in accordance with the above table and proportionately for each completed month of service.
  - (b) Where an employee has completed more than 5 years service with the Council and is terminated for any cause, the employee or the authorised or legal representative of the employee, shall be paid the monetary equivalent of all long service leave accrued but not taken by the employee at the date of termination. The entitlements shall be calculated in accordance with the table set out in part (a) of subclause (i) of this Clause.
- (ii) Notice
    - (a) The Council must give the employee at least one month's notice of the granting of long service leave.

- (b) The employee is required to give 2 weeks' notice of the intention to take long service leave.
- (iii) If both parties agree, accrued long service leave may be taken in separate periods of not less than one week.
- (iv) Employees are entitled to receive their ordinary pay for the period of long service leave prior to taking long service leave.
- (v) The period of long service leave will be extended by any public holidays or award holidays that may fall during the period of leave.
- (vi) This subclause provides:
  - (a) For the purpose of calculating long service leave entitlements in accordance with subclause (i) (a) of this clause all prior continuous service with any other Council within New South Wales shall be deemed to be service with Council.
  - (b) Continuity of service shall be deemed not to be broken by transfer or change of employment from another Council provided the period between cessation of service and the date of employment with South Sydney City Council does not exceed three months.
- (vii) Where an employee is employed in accordance with the provisions of this award and transfers to another Council and the employee elects to transfer accrued long service leave entitlements, Council will pay to the newly employing Council the monetary equivalent of all long service leave accrued by the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement.

#### E. PARENTAL LEAVE

- (i) Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* (NSW) as amended, the NSW Family Provisions Test Case 2005, and section 744 of the *Fair Work Act 2009* (Cth).
- (ii) Parental Leave includes maternity leave, paternity or partner leave or adoption leave.
- (iii) An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.
- (iv) Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.
- (v) Entitlement
  - (a) an employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and
  - (b) parental leave is not to extend beyond 1 year after the child was born or adopted.
- (vi) Paternity or Partner Leave
  - (a) Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).
  - (b) Paternity Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with subclause 22E(iv); and

- (c) a further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child
- (d) Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
  - (1) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner, and
  - (2) That the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child

(vii) Maternity Leave

- (a) An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:
  - 18 weeks full pay; or
  - 36 weeks half pay from the date maternity leave commences;
- (b) The employee will provide at least 10 weeks written notice of the intention to take leave.
- (c) Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.

(viii) Adoption Leave

- (a) Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 18 years. Adoption leave consists of:
  - (1) an unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee; and a further unbroken period in order to be the primary care-giver of the child
  - (2) An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall be entitled to:
    - 18 weeks full pay; or
    - 36 weeks half pay
- (b) Adoption leave is subject to the employee providing:
  - a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes and
  - a statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the employee is seeking that period of extended adoption leave to become the primary care-giver of their child
- (c) For the purposes of this sub-clause, spouse includes a de-facto spouse.



- (ix) The weekly rate of pay referred to in sub-clauses 22E(vi), (vii) and (viii) will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.
- (x) Notice of Intention to Take Parental Leave
  - (a) The employee should give at least 10 weeks' written notice of their intention to take leave.
  - (b) In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.
  - (c) In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.
- (xi) Right to Request
  - (a) An employee entitled to parental leave may request the Council to allow the employee to:
    - (i) extend the period of simultaneous parental leave use up to a maximum of eight weeks;
    - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months; and
    - (iii) 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 Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (c) The employee's request and Council's decision made under sub-clauses 22E(xi)(a)(ii) and (xi)(a)(iii) must be recorded in writing.
  - (d) Request to return to work part-time - Where an employee wishes to make a request under sub-clause 22E(xi)(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.
- (xii) 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 Council will take reasonable steps to:
    - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
    - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
  - (b) The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to

be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the Council of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) above.

#### F. SICK LEAVE

- (i) Definition - Sick Leave is paid leave of absence (payable at the ordinary rate) which is granted to an employee when the employee is unable to perform his/her duties on account of illness or injury.

- (ii) Entitlements

- (a) Upon appointment - 15 days
- (b) Upon completion of each 12 months of service subsequent to appointment - 15 days.
- (c) Sick leave shall be cumulative from year to year
- (d) Part-time employees shall have pro-rata entitlement to sick leave calculated upon the number of hours worked per year.

- (iii) Notification of absence

- (a) An employee unable to attend work through illness or injury shall contact their supervisor or designated person as soon as practicable.
- (b) Where possible the employee shall advise their supervisor of the anticipated length of their absence from work.

- (iv) Provision of Medical Certificates

- (a) When an employee is absent from work owing to illness or injury for a period in excess of two consecutive working days (inclusive of weekends) the employee must provide a certificate from a qualified medical practitioner, confirming that the employee was unfit to attend work for the period claimed as sick leave. This certificate must be dated within 3 days from and inclusive of the first day of absence.
- (b) When an employee has three (3) absences (including carer's leave absences) not supported by a medical certificate in a year, the employee is required to furnish a medical certificate for all future absences for the balance of that service year.
- (c) When an absence on sick leave is likely to extend for a period longer than 5 days, the employee shall provide a medical certificate to their supervisor which shows the anticipated date of return.
- (d) When the absence extends beyond the date shown on the initial certificate issued, the employee shall submit a new certificate which shows the anticipated date of return and will continue to provide such certificates until the employee returns to work.
- (e) Requests for payment of sick leave shall be submitted on the appropriate form supplied by the Council.

- (v) Direction to attend a Medical Examination

Council may direct an employee to attend a medical practitioner nominated by the Council:

- (a) when it appears unlikely that the employee will resume their employment; or

- (b) when the absence is likely to be for a period which will exhaust the employees entitlements to be paid sick leave; or
  - (c) the employee is ill so frequently as to raise the question of fitness to carry out the duties of their substantive position.
  - (d) when an explanation for illness contained in a medical certificate is vague or insufficient.
- (vi) Sick Leave Without Pay
- (a) Where an employee has exhausted all accrued sick leave entitlements and the employee is unable to attend for duty owing to illness or injury, the period of absence shall be regarded as sick leave without pay.
  - (b) An employee's entitlement to sick leave without pay will be 60 days.
  - (c) Periods of sick leave without pay shall count as service provided the maximum period or periods of sick leave without pay does not exceed a total of 60 days.
- (vii) Public holidays or rostered recreation days occurring during a period of absence due to sick leave, shall not be counted as sick leave.
- (viii) Higher Grade - Where an employee performs duties of a higher grade for a continuous period of at least three (3) months immediately proceeding the taking of sick leave, and the employee has not ceased to do such work for an aggregated period of more than five (5) working days, the employee shall be paid for the sick leave at the rate applicable to the higher classification for a maximum of 20 days for any one absence.
- (ix) Illness when on Annual/Long Service Leave - If an employee becomes sick or is injured whilst on annual leave or long service leave, the employee may elect to have the period of illness treated as sick leave and at a time convenient to the Council take additional holiday leave equivalent to the period of illness, provided:-
- (a) the period of illness or injury is at least 7 days; and
  - (b) the illness or injury is supported by medical evidence satisfactory to the Council confirming that the employee was housebound.
- (x) Refund of Sick Pay - Where an employee obtains a verdict for damages or an amount of money in settlement of a claim for damages against a third party in respect of an injury or illness for which the employee has received sick pay in accordance with the provisions of this Clause, the employee shall refund to the Council any such sick pay paid by the Council insofar as the verdict or settlement includes an amount in respect of such sick pay.
- (xi) Council's liability under this clause in respect of one continuous absence of sick leave is limited to 315 days for staff employed as at 11 February 1980 and 260 days for those employees commencing employment on and after the 12 February 1980.

## G. OTHER LEAVE

### (i) Jury Leave

Full time or part time employees required to attend jury service will be paid an amount equal to the difference between what the employee is paid for jury service and what an employee would have been paid if they had worked their rostered hours.

### **23. Public Holidays**

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other days proclaimed as public holidays by the New South Wales State Government will be holidays under this Award.
- (ii) In addition to the days provided for in sub-clause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where a holiday occurs on a day on which an employee is rostered off while employed on a rotating roster system, the employee shall be paid an ordinary day's pay for that day. This payment shall be in addition to an ordinary week's pay, provided that the additional amount paid for the public holiday does not exceed eight hours pay.
- (iv) Where an employee is required to perform higher grade duties for the full day proceeding or following a public holiday, the employee shall be paid for the holiday at the higher grade rate.
- (v) An employee who is absent without pay on the working days immediately before and following a public holiday shall not be entitled to payment for the holiday.

### **24. Union Picnic Day**

- (i) This subclause provides:
  - (a) Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be held on a day that is agreed to by the Council and the Union(s).
  - (b) The union(s) shall advise the Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (ii) Where an employee, who is not a financial member of the union(s), is required to work on Union Picnic Day, the employee shall be paid ordinary pay for the normal working day.
- (iii) Employees who are not financial members of the Union(s) and who are not required by Council to work on Union Picnic Day may apply to the Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by Council, or may be required by Council to make up overtime.

### **25. Calculation of Service**

- (i) For the purpose of this Award, the following periods shall be taken into account in calculating service with the Council:
  - (a) any leave of absence with pay approved by Council;
  - (b) any leave of absence without pay approved by Council but not exceeding one ordinary working week;
  - (c) periods of absence due to accident or incapacity for work covered by the *Workers Compensation Act 1987*;
  - (d) previous periods of service which were not terminated by resignation or dismissal; and
  - (e) any period of service with the Australian Military Forces provided that the employee enlisted or was called up direct from the service of the South Sydney City Council and the employee subsequently returned to Council's service.

- (ii) Sick Leave without Pay - where sick leave has been approved by Council, the period of leave shall count as service, provided:
  - (a) the maximum period or periods of leave without pay to count as service does not exceed a total of 60 days,;
  - (b) any periods of sick leave without pay approved to count as service shall be aggregated so that the maximum available throughout the employee's employment with Council shall be limited to a total amount of 60 days; and
  - (c) where the incapacity is due to war caused disabilities accepted by the Department of Veteran's Affairs, the employee shall be entitled to have counted as service one additional week for each year of the employee's service.

## **26. Work Health & Safety**

- (i) The parties to this Award acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.
- (ii) The Council will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- (iii) The Council will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- (iv) Employees who identify potential risks or hazards must immediately report the risk or hazard to the WHS Committee.

## **27. Uniforms, Clothing and Safety**

- (i) Where the Council provides an employee with a uniform or safety/protective clothing, including safety footwear:
  - (a) The Council shall pay for the cost of clothing.
  - (b) The employee shall wear and use such clothing (including footwear) to achieve the purpose for which it was supplied.
  - (c) The Chief Executive Officer shall determine the style, nature, quality and quantity of clothing.
  - (d) Lost or damaged clothing due to an employee's misuse or negligence shall be replaced or paid for by the employee to whom the clothing was issued.
- (ii) This subclause provides:
  - (a) All employees will comply with safety regulations and wear all safety equipment and clothing at all times.
  - (b) An employee who fails or refuses to wear safety clothing (including footwear) will not be permitted to commence work and will be sent home to collect the clothing. The employee shall receive no pay for the absence.
  - (c) An employee who continues to breach the provisions of this clause will be subject to disciplinary action.

## **28. Workplace Efficiency**

- (i) The union(s) and employees concerned will cooperate in relation to the introduction of mechanisation or technological changes in the Council, depending on prior consultation. This is to enable advantage to be taken of new or improved technology so as to achieve efficiency gains, both monetary and otherwise, by enabling the most suitable plant and equipment to be used, and to facilitate the introduction of mechanisation or technological changes.
- (ii) Where the Council does not have specialised equipment or plant, or where purchase of such equipment could not be financially justified, or where work involves expertise beyond Council's staff, or in special circumstances, contractors may be used to perform work concerned.
- (iii) The Council may reintroduce time clocks and/or attendance books for all personnel with no loss of privilege to current individual staff exempted at present.
- (iv) The Council may rearrange lunch breaks to increase effective working time and reduce disruption to the workforce.
- (v) To achieve increases in effective working time, existing practices shall be altered so that;
  - (a) Morning/afternoon tea breaks are to be taken where the employee is working; and
  - (b) The maximum period of 10 minutes changing, showering and washing time, allowed as a concession to those employees whose normal duties necessitate that they have a shower or a wash before departing, shall not be exceeded.
- (vi) To shorten the waiting time for stores and materials, to obtain more effective use of working time and to facilitate faster completion of jobs, employees concerned will cooperate with management in the early planning of stores acquisitions and related matters.
- (vii) Trades staff are to cooperate with management in improving, where feasible, the orderly and economical scheduling of work to be done by the various trades concerned in jobs where more than one trade is involved.
- (viii) Employees will co-operate in the introduction of future improvements in working practices and procedure and improved and more efficient working methods where reasonable and will cooperate in reducing costs where practicable.

## **29. Exemption from Industrial Action**

The unions agree that the following permanent exemptions shall apply in relation to all industrial action:

- (i) Council may engage contractors to provide security services in relation to the Administrative Offices and Council Chambers complex, if Council deems it necessary for public safety and/or the protection of property;
- (ii) Emergency Services Officers are exempt from all industrial action;
- (iii) community services, including meals-on-wheels and other services to aged persons, the food cooperative service, the tenants' support service, shall be exempt from all industrial action;
- (iv) watering and care of all horticultural material, including nursery stock, seedlings, specialised turf sporting areas and complexes shall be exempt; and
- (v) at the Administrative Offices and Council Chambers, the following shall be exempt from all industrial action;
  - (a) the staffing of the Administrative Offices' vehicular entrances;

- (b) the staffing of the Administrative Offices' pedestrian entrances;
- (c) the staffing of the Council Chambers' main entrance;
- (d) the work of the roving patrols of the Administrative Offices and Council Chambers;
- (e) the Mayor's Officer;
- (f) Council's Pest Controller and their plant and equipment; and
- (g) watching services required by law at Council's depots shall be exempt from all industrial action.

### **30. Tool Allowance**

- (i) The Council shall provide all necessary tools for all employees, except a tradesperson in receipt of a tool allowance.
- (ii) This subclause provides:
  - (a) The rate per week for tool allowances is set out in Table 2 of Part B of the Award.
  - (b) The allowance paid shall be deemed to apply in respect to the full range of tools ordinarily used in the performance of the employee's trades, occupation and duties.
- (iii) The Council shall:
  - (a) Provide a suitable and secure weather proof lock-up for the purpose of storing employees' tools on the job.
  - (b) Insure and keep insured against loss or damage by fire or theft while on Council's premises, such tools of employees as are necessary and used during the course of their employment.
- (iv) The employee shall, if requested to do so, provide the Council with a list of tools used.
- (v) The Council shall provide tools, other than those expected to be provided by a Tradesperson and for which the allowance is paid. Any argument about this matter is to be dealt with in accordance with the dispute procedure of the Award or referred to the Joint Consultative Committee for consideration.

### **31. Travelling Expenses**

- (i) An employee may apply for a monetary advance to cover those costs which can be determined prior to the required travel.
- (ii) Upon presentation of receipts or other accepted documentation, the employee may claim for reimbursement of all reasonable expenses incurred (less any advance paid) in connection with the employee's duties as directed.
- (iii) Travel arrangements, including accommodation, shall be arranged mutually between the employee and the appropriately authorised Council employee.

### **32. Meal Breaks**

- (i) Unpaid Breaks - An unpaid break of a minimum of 30 minutes shall be given and taken within the first 5 hours of continuous work.
- (ii) Payment when meal break not able to be taken:
  - (a) Overtime - An employee required to work overtime for 2 hours or more immediately after the agreed finishing time shall be granted a meal break not exceeding 20 minutes. Where an

employee is required to work a further 4 hours following the first 2 hours of overtime a break of 20 minutes shall be taken each subsequent 4 hours worked.

- (b) Shift Work - An employee working Shift Work shall be granted a paid crib break of 30 minutes in each shift.
- (iii) All meal and crib breaks shall be taken at the direction of the Council.
- (iv) Meal and crib breaks shall not be regarded as an interruption to overtime.
- (v) This subclause provides:
  - (a) Except in cases of extreme emergency, an employee shall not be required to work continuously for more than 5 hours without a meal or crib break.
  - (b) Where this is required, an employee shall be paid at the rate of double ordinary rates for all ordinary time worked after the expiry of the 5-hour period. This payment will continue until the meal break is granted or until normal finishing time, whichever is earlier.
  - (c) Extension of Meal Break - Where there is prior agreement between the Council and the employee(s), the taking of meal breaks may be extended beyond 5 hours without the payment of overtime. Agreements reached in relation to the extension of meal breaks must be genuine.

### **33. Payment to Dependants of a Deceased Employee**

Where the service of an employee is terminated by death and the employee has an entitlement to payment for annual and/or long service leave, then the amount to which the employee would have been entitled shall be paid by the Council to the estate of the deceased employee upon notification.

### **34. Employee Representatives**

- (i) Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.
- (ii) For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.
- (iii) With written notification given to the Council, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- (iv) Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
  - a. the content of the training will enhance their role in carrying out representational functions under this Award; and
  - b. the Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.
- (v) While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- (vi) Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times and locations agreed between the employee representative and the Council, provided that adequate notice is given to the Council of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.



### **35. Use of External Resources (Contractors)**

- (i) Council has a commitment to a viable, efficient and flexible day workforce that will respond to community expectations in the performance of its work programs.
- (ii) Whilst acknowledging the circumstances where external resources are used (refer to paragraph (v) of Clause 28 - Workplace Efficiency), Council gives a commitment to;
  - (a) develop its staff to become competitive, efficient and responsive to changing climates, and
  - (b) provide meaningful and rewarding work to its employees.
- (iii) The parties recognise that there needs to be effective communication in relation to all issues associated with contracting, particularly at the workplace level. To facilitate this;
  - (a) Unit Managers will communicate on a regular (say monthly) basis with the appropriate delegate(s) and supervisors as necessary to discuss these issues.
  - (b) Access is then available to Divisional Directors Departmental Heads about unresolved problems raised at monthly meetings.
  - (c) Should a matter still remain unresolved it may, without restricting the parties rights under the Disputes Settlement Procedure, be referred to the Joint Consultative Committee for further consideration.

### **36. Termination of Employment**

The Council will apply the *Industrial Relations Act* 1996 (NSW) if it terminates the employment of an employee.

- (i) In circumstances which might lead to the Council terminating an employee's employment, the Council will apply the provisions of Part 6 of the *Industrial Relations Act* 1996 (NSW). It will also apply the matters set out in this clause.
- (ii) The *Industrial Relations Act* 1996 (NSW) sets out the employee's rights if their employment is terminated by the Council. The Council is committed to applying the Act. However, the Act does not become part of this Award. Therefore an employee's rights are not frozen if the Act changes.
- (iii) Instead of giving the employee notice set out in this clause, the Council can pay the employee for the notice period or can reduce the notice period and pay the employee for that reduction. If the Council chooses to pay the employee instead of allowing her/him to work for the full notice period, it will calculate the amount it pays the employee at their ordinary rate of pay for the ordinary hours he/she worked during the period of notice.
- (iv) If the employee decides to leave the Council's employment, then they must give to the Council two weeks notice. If the employee does not give the Council the correct amount of notice the Council can deduct from any money it owes to the employee the amount they would have earned if they had worked their ordinary hours for the period of notice they have given.
- (v) The employment of a full time or part time employee may be terminated by the giving of notice or the forfeiture by the employee of payment in lieu of notice. This shall not affect the right of the Council to dismiss an employee without notice in the case of an employee guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the Council to continue the employment of the employee concerned during the required period of notice.
- (vi) The Council shall give to an employee a period of notice of termination in accordance with the following table.

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

- (vii) For the purpose of this Clause "serious misconduct" includes:
- (a) wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment; and
  - (b) conduct that causes imminent, and serious, risk to:
    - (i) the health, or safety of a person; or
    - (ii) the reputation of the Council
- (viii) For the purposes of subsection (vii) of this Clause, conduct that is serious misconduct includes:
- (a) the employee, in the course of the employee's employment, engaging in:
    - (1) theft; or
    - (2) fraud; or
    - (3) assault; or
    - (4) the employee being intoxicated at work; or
    - (5) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or
    - (6) the employee is guilty of a breach of the Council's Code of Conduct and/or disciplinary code as may be varied by the Council from time to time.
- (ix) If an employee is unhappy about how the Council applies this clause to an employee, he or she can use the dispute settlement procedure set out in clause 5 - Grievance and Dispute Settlement Procedure.
- (x) If the Council has given notice, it will give the employee up to one day off without loss of pay so that he or she can look for other employment. The employee can take time off when it is convenient for he or she and the Council, after the employee has consulted with the Council.
- (xi) In any case where it has been established to the satisfaction of the Chief Executive Officer, or a duly authorised representative, that an employee has been guilty of serious misconduct or breach of discipline, the Chief Executive Officer may do the following instead of terminating the employee's employment:
- (a) suspend the employee for a period not exceeding one ordinary working week; and/or
  - (b) defer payment of a wage increment and/or
  - (c) reduce the rate of the employee's hourly rate either permanently or for a specified period.
- (xii) An employee with more than two months service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall contain information as to the length and nature of the employment of the employee.
- (xiii) Council shall, provide an employee whose employment has been terminated, an "Employment Separation Certificate" in the form required by the relevant government department or agency.

### 37. Workplace Change and Redundancy

(i) Council's Duty to Notify

- (a) Where the Council has made a definite decision to introduce major workplace changes, such as restructuring or technology, that is likely to have a significant effect on its employees, Council shall notify the employees who may be affected and the union to which they belong.
- (b) A 'significant effect' could include:
  - (1) Termination of employment;
  - (2) Major changes to the composition, operation, skill requirements or size of Council's workforce;
  - (3) The elimination or diminution of job opportunities, promotion or job tenure;
  - (4) The alteration of hours of work;
  - (5) The need for retraining or transfer of employees to other work or locations; and
  - (6) The restructuring of jobs.

(ii) Council's Duty to Discuss Change

- (a) In addition to providing notification, Council will discuss the introduction of major workforce changes with affected staff and their union representatives, including the likely impact the changes may have on employees, and measures that may be implemented to avert or mitigate any adverse effects.
- (b) Council shall commence discussions and provide all relevant information about the proposed changes as early as possible.

(iii) Discussion before Termination

- (a) Where Council has made a definite decision that it no longer wishes the job being performed by an employee to be done by that individual or any other employee and, as a consequence of this decision, the individual's employment may be terminated, discussions will be held with that employee and their union representatives.
- (b) The Council will also provide all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of staff likely to be affected and the number of employees normally employed by the Council, as well as the period over which the terminations are likely to be carried out.

(iv) Notice to Government Agencies

In the event of termination(s), the Council will provide the relevant government agencies, such as Centrelink, with information regarding the redundancies as soon as possible. The information will include the number and categories of employees likely to be affected and the period over which the terminations will be carried out.

(v) Notice to Employee

- (a) Council will provide five weeks notice to terminate, or payment in lieu of such notice, except in circumstances where a redundancy has arisen due to the introduction of new technology.

- (b) Where an employee is to be terminated because of the introduction of new technology, the employee shall be entitled to three months notice of termination or payment in lieu of such notice.
- (c) Notice or payment of notice under this subclause shall count as service for the purposes of calculating leave entitlements.
- (vi) During a period of notice of termination given by Council, an employee shall 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 Council the employee shall provide proof of attendance at an interview.
- (vii) Redundancy Entitlements

In addition to any required period of notice as provided in subclause (v) of this clause, an employee shall be entitled to the following;

| Year of Service    | Payment  |
|--------------------|--|
| 0-1 year           | 2 weeks  |
| 1-2 years          | 6 weeks  |
| 2-3 years          | 10 weeks   |
| 3-4 years          | 14 weeks   |
| 4-5 years          | 16 weeks   |
| 5-6 years          | 18 weeks   |
| 6 years and beyond | 20 weeks + 2 weeks for each additional year of service up to a maximum of 34 weeks |

In addition, an employee shall be entitled to any other benefits determined by Council policy, to apply in relation to redundancy arrangements.

- (viii) Council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) Council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the relevant Government department or agency.
- (x) Wherever practical and reasonable, voluntary redundancy remains Council's preferred option for managing staff who, firstly have been identified as surplus to needs as a result of workplace change and secondly, wish to leave Council.
- (xi) Redeployment
  - (a) Wherever practical and reasonable, redeployment remains council's preferred option for management of surplus staff.
  - (b) Salary Maintenance - where an employee has been identified for redeployment and is transferred in accordance with Council's policy, salary maintenance to the level of the employee's substantive position will be provided for a period limited to 12 months from the date of redeployment. Thereafter the employee will receive the rate applicable to their redeployed position. Future award increases will be absorbed until parity to the new redeployed rate is achieved.

### 38. Definitions

- (i) Afternoon Shift means ordinary daily working hours which finish after 8.00pm and at or before midnight, Monday to Friday inclusive, except a public holiday.

- (ii) Building Tradespeople means a group of employees who have successfully completed an apprenticeship in any one of the following trades; Bricklaying, Carpentry, Painting, Plastering, Signwriting, Stonemasonry, Tiling.
- (iii) Child means a child of the employee or the employee's spouse under the age of one year.
- (iv) Cleansing Service Operator means a person employed in refuse collection or street and gutter sweeping.
- (v) Council Worker means a person employed in the broadband classification of Council Worker to carry out general labouring and operating duties (including minor trades work, driving and plant operating).
- (vi) Dismissal means termination of the services of an employee for reasons of serious misconduct.
- (vii) Employee means a person appointed to a classification prescribed by the Award.
- (viii) Employer means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised to act on the Council's behalf.
- (ix) Holiday Shift means the ordinary daily working hours of a shift worker, the major portion of which fall on a public holiday.
- (x) Hourly Rates shall be calculated by dividing the appropriate weekly wages by the ordinary weekly hours.
- (xi) Maternity Leave is leave taken by a female employee in connection with the pregnancy of the birth of a child of the employee. Maternity Leave consists of an unbroken period of leave.
- (xii) Mechanical Tradesperson means a group of employees who have successfully completed an apprenticeship as Motor Mechanic, Fitter or Welder and includes people classified as a Mechanical Tradesperson Special Class and Parking Meter Mechanic.
- (xiii) Morning Shift means ordinary daily working hours which commence after 4.00am and before 5.30am, Monday to Friday inclusive, except a public holiday.
- (xiv) Ordinary Rate means the weekly rate of wages prescribed for a classification in this Award.
- (xv) Paternity or Partner Leave is leave taken by a male or same sex employee in connection with the birth of a child of the employee or the employee's spouse.
- (xvi) Primary Care Giver means a person who assumes the principal role of providing care and attention to a child.
- (xvii) Resignation means voluntary termination of employment by the employee in accordance with this Award.
- (xviii) Shift Work means work regularly carried on outside the normal spread of hours during times set out in a roster.
- (xix) Spouse includes a de-facto or former spouse.
- (xx) Trainee means an employee who is less than 18 years of age and who is undertaking an approved traineeship under the Modern Apprenticeship and Traineeship System (MAATS).
- (xxi) Union means an organisation of employees registered under the New South Wales *Industrial Relations Act 1996*.

## PART B

### MONETARY RATES

**Table 1 - Clause 7 - Rates of Pay**

| Annual Pay Rates - effective 1 July 2017 |              |  |          |                |
|--|--------------|--|----------|----------------|
| Apprentices                              |              | Trainees                                     |          | Rate per annum |
| Apprentice Year 1                        |              | 15 years of age or School Certificate        |          | \$32,125       |
| Apprentice Year 2                        |              | 16 years of age or School Certificate        |          | \$36,962       |
| Apprentice Year 3                        |              | 17 years of age                              |          | \$42,189       |
| Apprentice Year 4                        |              | 18 years of age or Higher School Certificate |          | \$47,517       |
| Trades and Non Trades                    |              |  |          |                |
| Grade                                    | Entry Salary | Step 1                                       | Step 2   | Step 3         |
| 1  | \$48,529     |  |          |                |
| 2  | \$50,638     |  |          |                |
| 3  | \$53,857     |  |          |                |
| 4  | \$55,561     |  |          |                |
| 5  | \$57,063     | \$59,060                                     | \$61,129 | \$62,960       |
| 6  | \$58,578     | \$60,631                                     | \$62,754 | \$64,634       |
| 7  | \$60,575     | \$62,699                                     | \$64,893 | \$66,845       |
| 8  | \$63,107     | \$65,320                                     | \$67,609 | \$69,637       |

**Table 2 - Clause 30 - Tool Allowance**

| Annual Tool Allowances - effective 1 July 2017 |             |
|--|-------------|
| Classification                                 | Annual Rate |
| Bricklayer                                     | \$1,218     |
| Carpenter and Plumber                          | \$1,641     |
| Metal and Mechanical Trades                    | \$1,641     |
| Painter and Signwriter                         | \$495       |
| Plasterer                                      | \$1,393     |
| Electrician                                    | \$1,095     |
| Stonemason                                     | \$1,641     |

## PART C

### AWARD COVERAGE

**Table 1 - Categories of Employees**

Categories of employees who may be employed under this Award.

| Apprentices   | Rates of Pay as Specified  |
|---|--|
| Labouring/Operational/Driver  | Grade 1 (entry); Grade 2 (entry); Grade 3 (entry); Grade 4 (entry) |
| Operational/Supervision   | Grade 5 (entry); Grade 5 (Step1); Grade 5 (Step 2)                 |
| Council worker Grade 4 with Civil Construction Certificate III or Horticultural Certificate III | Progression to Grade 5 (entry);                                    |
| Council Worker Grade 5 with Civil Construction Certificate III or Horticultural Certificate III | Progression to Grade 7 (Step 1)                                    |
| Parking Station Attendant   | Grade 4 (entry); Grade 5 (entry); Grade 5 (step 1)                 |

|  |   |
|--|---|
| Street Sweeper   | Grade 3 (entry); Grade 4 (entry)                        |
| Refuse Collection/Labourers  | Grade 5 (entry); Grade 5 (Step1); Grade 5 (Step 2)      |
| Cleansing Driver (Major Plant)                                       | Grade 5 (Step 2); Grade 5 (Step 3)                      |
| Gardeners - Building Trades  | Grade 6 (entry); Grade 6(Step 1); Grade 7 (Step 1)      |
| Drainers (Unlicensed)  | Grade 7 (entry); Grade 7 (Step 1)                       |
| Drainers (Licensed/Registered) - Plumbers<br>(Registered/Unlicensed) | Grade 7 (Step 1); Grade 7 (Step 2)                      |
| Plumbers (Registered/Licensed)                                       | Grade 8 (Step 1); Grade 8 (Step 2)                      |
| Electricians (unlicensed)  | Grade 7 (entry)   |
| Electricians (licensed)  | Grade 7 (Step 1); Grade 8 (Step 1); Grade 8<br>(Step 2) |
| Welder/Motor Mechanic (with Motor Vehicle<br>Repair Allowance)       | Grade 7 (entry); Grade 7 (Step 1)                       |
| Mechanical Tradesperson (Special Class or<br>Equivalent)             | Grade 8 (Step 1); Grade 8 (Step 2)                      |

P. M. KITE, Chief Commissioner.

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**STATE TRANSIT AUTHORITY BUS ENGINEERING AND  
MAINTENANCE ENTERPRISE (STATE) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(2018/198405)

Before Chief Commissioner Kite

29 June 2018

**AWARD**

**PART A**

**1. Award Title**

This Award is entitled the "State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2018".

**2. Arrangement**

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

- |    |             |
|----|-------------|
| 1. | Award Title |
| 2. | Arrangement |

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| 4. | Area, Incidence and Duration |
| 5. | Introduction                 |
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FUNCTIONS, PERFORMANCE AND  
FLEXIBILITIES**

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PART B

Schedule A - Wages and Allowances Tables

Schedule B - Maintenance Structure (See File)

**PART I - APPLICATION AND OPERATION OF AWARD**

**3. Anti-Discrimination**

- 3.1 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.
- 3.2 It follows that in fulfilling their obligations under the Dispute Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.
- 3.4 Employers and employees may also be subject to Commonwealth anti-discrimination legislation. Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- 3.4.1 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.
- 3.5 Nothing in this clause is to be taken to affect:
- 3.5.1 any conduct or act which is specifically exempted from Anti-Discrimination legislation;
- 3.5.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.5.3 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

- 3.6 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.

#### **4. Area, Incidence and Duration**

- 4.1 This Award comes into force from the 29 June 2018 and shall remain in force until 31 December 2019, and rescinds and replaces the State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2016.
- 4.2 This Award is binding upon:
- 4.2.1 the Secretary of the Department of Transport as head of the Transport Service (the Employer); and ;
  - 4.2.2 Employees employed as members of the Transport Service in the STA Group who are engaged in any of the classifications or occupations specified in this Award (Employees), and
  - 4.2.3 the Rail, Tram and Bus Union (NSW Branch), and
  - 4.2.4 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and
  - 4.2.5 the Electrical Trades Union of New South Wales, and
  - 4.2.6 the Construction, Forestry, Mining and Energy Union (NSW Branch), and
  - 4.2.7 The Australian Workers Union, New South Wales.
- 4.3 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
- 4.4 "State Transit" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was inserted following the commencement of the *Government Sector Employment Act* 2013 to reflect that the State Transit Authority Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act* 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "State Transit" refer to the business of the State Transit Authority of New South Wales rather than to the employer).

- 4.5 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act* 1988.

#### **5. Introduction**

- 5.1 The parties acknowledge the following provisions underpin the effective operation of this Enterprise Award:
- 5.1.1 The parties will continue to work toward securing State Transit's long term viability by ensuring State Transit meets its performance requirements under the Metropolitan Bus Systems Contract regime (MBSC) and the Outer Metropolitan Bus Systems Contract regime (OMBSC).
  - 5.1.2 The parties are committed to upholding State Transit's values to be honest, dependable and dedicated.

- 5.1.3 The need for ongoing and continuous change and reform is acknowledged and the parties are committed to positively and constructively support initiatives designed to improve service efficiency and State Transit's financial position.
- 5.1.4 It is acknowledged that the process of change and reform will impact on organisational structure, position gradings and staff numbers.
- 5.1.5 The parties are committed to the Government's policies on redeployment and redundancy:
- (a) Part time and casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
  - (b) Preference will be given to retraining and redeployment in lieu of redundancy.
- 5.1.6 The parties acknowledge that changes to timetables, rosters and work arrangement are necessary from time to time to meet operational requirements. When these changes occur it is the Employer's intention to build rosters in accordance with existing Award conditions, as efficiently as practicable, while attempting to minimise any adverse impact on income levels resulting from the implementation of such changes.
- 5.1.7 There is no commitment to predetermined levels of overtime or shift work arrangements and the Employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.
- 5.1.8 Initiatives identified and used to offset wage increase in prior Industrial Instruments that have not been implemented will not be relied upon to justify and support wage increases in this Award. It is acknowledged that should such initiatives be introduced and the benefit gained from such initiatives exceed expectations when previously proposed, that the superior outcome be taken into account when considering future wage increases.
- 5.1.9 Any wage increase agreed to in this Award will be generated by improvements and efficiencies in the way Employees undertake the work required to be performed.

## **6. Contestability**

The parties acknowledge that, in accordance with New South Wales Government Service Competition Policy, non-core activities may be subjected to contestability against external service providers from time to time.

## **PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES**

### **7. Work Practices**

- 7.1 It is acknowledged there have been significant changes by Employees in the areas of multi-skilling and flexible work practices. In order to allow cost-effective maintenance and repairs to the State Transit bus fleet, the parties agree that all Employees will perform their allocated duties in an efficient and timely manner in order to ensure quality standards are met.
- 7.2 The parties agree that no artificial barriers will be created to inhibit Employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

### **8. Application of Skills**

- 8.1 The parties acknowledge there is a joint commitment to the development of a highly skilled and flexible workforce with a need to provide Employees with greater employment opportunities through appropriate training. In addition there is a need to remove barriers that prevent Employees from fully utilising their acquired skills.

## **9. Flexibility**

- 9.1 From time to time when performing repairs or replacement of units there is a need for assistance. Where a tradesperson is performing work and requires assistance, that assistance can be in the form of another tradesperson from the same trade, or another trade, or a non-trade Employee.
- 9.2 Engineering Repair Assistants who are interested in being trained in Storeperson's work (receive, pick, issue) for the purpose of carrying out relief to that position, will be trained and when required, perform this work.
- 9.3 Employees covered by this Award who are interested in being trained to assist in the stock take of the store, will be trained and undertake the work when required.
- 9.4 Changeovers - Where a tradesperson is not available, changeovers and retrievals may be performed by any Employee who holds the necessary licence for the bus concerned. Where the defect has a safety implication (e.g. Brakes, Steering) a motor mechanic is to be utilised.
- 9.5 Transfer of buses - Any State Transit Employee, who holds the necessary licence for the bus concerned, may be utilised to transfer buses between Depots or from Depot to contractor and return.
- 9.6 Rostering - The parties acknowledge that the ability of State Transit to meet its obligations in providing a safe and efficient bus service is reliant on many different components. An area of particular importance in a garage is the need to have in place rosters that are arranged in such a manner, to ensure that the most economical and appropriate level of coverage is available.
  - 9.6.1 Where rosters at a location do not adequately meet this requirement, they will be reviewed and constructed within Award requirements, to achieve the desired level of coverage.
  - 9.6.2 State Transit recognises the need for consultation with staff prior to the introduction of changes to rosters. As part of that consultative process there is a need to take into consideration the business needs of State Transit and also not to place unreasonable demands upon Employees.
  - 9.6.3 Where the parties cannot agree on appropriate rosters the Dispute Settlement Procedure as contained in clause 72 is to apply.
- 9.7 Distribution of Work - In the absence of supervisory staff, tradespersons on duty will distribute work amongst staff to ensure bus operational requirements are met.

## **10. Job Time Recording**

An agreed system of job time recording is in place at garages to effectively monitor time involved in the various repair functions. The system is used as an accounting and planning tool and not for the assessment of individual performance. Any alteration or introduction of new technology in relation to job time recording will be undertaken in consultation with Employees and their representatives.

## **11. Job Costing/Time Recording**

- 11.1 The time taken to perform the particular task/s is to be imputed into Ellipse as part of the maintenance process by the Leading Hand or tradesperson.
- 11.2 Roads and Maritime Services or its successor and Transport for New South Wales requirements are to be met when establishing the processes.
- 11.3 Facilities are to be provided at Depots and staff utilised to input the information.

## **12. Performance Indicators**

- 12.1 It is agreed by the parties that the spirit and intent of this Award is to meet the standards and service criteria contained in subclauses 12.2.

12.2 The parties will fully co-operate in this process and commit themselves to make every endeavour to meet standards set for the term of this Award.

#### 12.2.1 Workers Compensation costs and lost time due to injury

The parties commit themselves to achieving a reduction in Workers Compensation costs. The number of claims, their implications and associated days lost due to compensable injuries determines these costs.

Therefore a reduction in costs, days lost and compensation claims are to be achieved through the following:

- (a) Monitoring of injury statistics to identify major causes of injuries and how those injuries can be prevented.
- (b) Early intervention to sponsor an early return to work in accordance with WorkCover Rehabilitation Guidelines.
- (c) Work Health Safety (WHS) training for convenors, chairpersons and members of (WHS) Committees to assist in the identification and correction of hazards at the workplace.

#### 12.2.2 Bus Reliability

Reliability and availability of buses is a critical factor in providing and maintaining the required level of customer service. The current level of changeovers needs to be reduced to avoid dislocation and cancellation of services.

It is proposed that changeovers need to be reduced by giving priority to defects that impact on fleet availability. It is acknowledged some defects are due to component failure and therefore investigation as to the quality of the product and alternate suppliers need to be constantly evaluated.

#### 12.2.3 Bus Peak Requirements

The operating needs of Depots within the Division vary considerably due to customer demand within their area of operation. While the fleet size of each Depot varies, there are definite AM and PM periods during which the highest number of buses are required to meet service needs.

To ensure sufficient mechanically sound, safe and presentable buses are available to meet service requirements at each Depot on a daily basis, the parties are committed to monitor results, through the consultative process, to identify and rectify impediments to achieve the bus peak requirements.

### **13. Bench Marking**

13.1 The bench marking of performance is a common application used by organisations to determine the level of performance within their organisation and how they compare with outside organisations. In doing so it provides the ability to identify total costs and performance and compare those with outside industry. It also provides the opportunity to identify particular functions within the organisation that may be at variance within that organisation or where those functions are performed by outside industry.

13.2 There is a commitment by all parties to improve performance by identifying best practice which represents cost effectiveness and quality in both job time and work practice and adopt them as early as possible, as the standard across every Depot.

### **14. Special Maintenance Programs**

14.1 From time to time there is a requirement for specific programs to be put in place to perform modifications to the bus fleet. To effect these repairs there is normally a team approach, with the team

working under the guidance of a core tradesperson who would normally perform the work. This arrangement has proven effective in addressing the modification requirements and at the same time providing an opportunity for all staff to be involved and have ownership of the process.

- 14.2 If programs are required to modify the fleet it is proposed that the abovementioned teams approach may be applied in accordance with clause 7. Prior to the commencement of such work full details of the program and work to be performed is to be presented to the Depot Consultative Committee.

### **PART III - MAINTENANCE CLASSIFICATIONS**

#### **15. Fleet Operations Division**

- 15.1 The current structure for the Fleet Operations Division is shown in the organisation chart at Schedule B of this Award.
- 15.2 The structure for the Fleet Operations Division will include the position of Leading Hand undertaking supervisory and trades based work.
- 15.3 For the purpose of the payment of annual increment increases for Leading Hands, performance assessments are to be completed by the Service Manager prior to each Employee's anniversary of appointment to his/her current position.
- 15.4 Vacant Leading Hand positions will be recruited from relief Leading Hands. In the event there are no Leading Hand applications, the positions will be filled by advertising the vacancy internally in the first instance, and then externally.
- 15.5 Permanent and Relief Leading Hands will have access to State Transit's Management Development Training.
- 15.6 Relief Leading Hand positions will be advertised within each respective Depot.

#### **16. Career Path**

- 16.1 Access to normal career paths for Employees covered by this Award will be in accordance with Schedule B.
- 16.2 Schedule B does not seek to limit Employee's access to other career path opportunities that may be available under State Transit's Merit Selection Policy, Higher Duties Policy, or Study Assistance Policy.
- 16.3 Management is to maintain an inventory of individual qualifications and skills for future career development and utilisation of staff to achieve maximum performance.

#### **17. Career Path Development**

- 17.1 In this Award, the career path structure will contain five generic classifications, being:
- 17.1.1 Engineering Repair Tradesperson Mechanical
  - 17.1.2 Engineering Repair Tradesperson Electrical
  - 17.1.3 Engineering Repair Tradesperson Vehicle Building/Fabrication
  - 17.1.4 Engineering Repair Assistant
  - 17.1.5 Storeperson
- 17.2 Each of the above classifications shall have a number of skill levels attached, which recognises and defines the relevant experience, qualifications and rates of pay.

- 17.3 Trades or streams for tradespersons are as follows:
- 17.3.1 Engineering Repair Tradesperson Mechanical (Mechanic, Fitter)
  - 17.3.2 Engineering Repair Tradesperson Electrical (Auto Electrical, Electrical Mechanic, Electrical Fitter)
  - 17.3.3 Engineering Repair Tradesperson Bodybuilding/Fabrication (Body Builder, Panel Beater, Trimmer, Painter, Vehicle Painter, Welder, Plumber, Carpenter).
- 17.4 Subject to subclause 17.6 and the competency of the Employee, to provide for genuine and equitable career path opportunities, all Tradespersons and Engineering Repair Assistants covered by this Award consistent with the career path structure will progress from the lowest skill level to the highest skill level in their classification within a reasonable period.
- 17.5 All Employees will be required to perform the duties within their appropriate classification when called upon to do so by the Employer.
- 17.6 The Employer will determine the establishment for each level of Engineering Repair Assistant employed to undertake bus cleaning functions and progression from the lowest skill level to the highest skill level will be subject to vacancy at the respective level as determined by the Employer.

## **18. Classification Definitions**

- 18.1 Engineering Repair Tradesperson Level 1:
- 18.1.1 Craftperson who holds a trade certificate or tradeperson rights certificate in one of the single facet trades within a broad based trade in one of the electrical/electronic mechanical or vehicle building/fabrication engineering streams and is able to exercise skills and knowledge of that trade at the base trade level.
  - 18.1.2 Applies quality assurance practices, exercises good interpersonal communication skills, exercises basic keyboard skills as required, exercises discretion within the scope of their trade, performs work under general supervision either individually or in a team environment, utilises lifting equipment incidental to their work, performs non-trade tasks incidental to their work, e.g. good housekeeping.
  - 18.1.3 On the job training provided to enable incidental and peripheral tasks to be performed for completion of the primary task.
  - 18.1.4 A craftperson from the electrical/electronic stream shall automatically progress to level 2 on satisfactory completion of the probation period.
- 18.2 Engineering Repair Tradesperson Level 2:
- 18.2.1 Craftperson working within one of the three broad engineering streams, integrating work functions to a practical degree across allied trades within that stream to provide sufficient flexibility to accommodate the completion e.g. tasks within the stream and/or performing higher level technical tasks within a core trade stream.
  - 18.2.2 Levels of integration of skills across allied trades and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement.
  - 18.2.3 Has completed skill modules relevant to the position. Responsible for minor testing and quality assurance of own work, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in the basic production and materials scheduling and the documentation of records associated, all duties of Level 1 craftperson within the same engineering stream as required, exercises discretion within the scope of this grade, works under



general supervision either individually or in a team environment, provides trade guidance and assistance as part of a work team, undertakes fault finding testing and inspections within their trade team.

### 18.3 Engineering Repair Tradesperson Level 3

18.3.1 Craftsperson working with levels of integration skills into other streams to allow completion of tasks across a broad stream base and/or perform additional higher level tasks within a core trade.

18.3.2 Level of integration of skills across allied trades and streams and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement. Has completed skill modules relevant to the position, assists in the provision of training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, responsible for testing, diagnoses and fault finding of own work, understands and implements casualty control techniques.

18.3.3 Performs all functions of Level 1 and Level 2 within the same stream required. Provides trade guidance and assistance as part of a work team, works under general supervision either individually or in a team environment, utilises high precision trade skills using various materials and or specialist techniques, where applicable to the industry e.g., applies basic computer numerical control and numerical control techniques.

18.3.4 Where applicable, be the holder of appropriate Motor Vehicle Repair Industry Authority Certificate.

18.3.5 Optional supervisory training available, which is not a criteria for progression to Level 4.

### 18.4 Engineering Repair Tradesperson Level 4

18.4.1 Craftsperson working in other streams to complete the whole task within their skill levels and/or performing tasks of a high technical nature, e.g. condition monitoring, fault finding and diagnosis, performance testing and repair.

18.4.2 Has completed skill modules or other training relevant to and required by the position, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, prepare reports of a high standard, provides trade guidance and assistance as part of a work team, responsible for quality assurance functions, typically performs operations on machinery or equipment which utilises complex electrical/electronic circuitry or hydraulic/pneumatic controls and exercises technical skills with associated programming, works under limited supervision either individually or in a team environment, works on complex or intricate interconnected electrical circuits.

18.4.3 Works on instruments, which make up a complex control system, which utilises some combinations of electrical, electronic, mechanical or fluid power principles, applies advanced computer numerical control techniques, works on complex radio/communication equipment.

### 18.5 Leading Hand

18.5.1 Craftsperson undertaking trades based work at Level 4 and supervisory duties above and beyond an Employee at Level 4. Leading Hands have completed management development or related training and undertakes training of other Employees to the level of his/her skills.

18.5.2 Supervises, develops and co-ordinates the performance of trades, non-trades maintenance Employees and contractors on a daily basis, as required, to ensure timely and efficient completion of tasks. Undertakes administrative tasks and maintains all associated maintenance records to support daily operations. Assists management with all activities in implementing

organisational strategies, coordinates workshop resources and activities to support business requirements.

18.5.3 Craftsperson working at Level 4 efficiently performing tasks of an advanced technical nature to meet operational, business and regulatory requirements.

#### 18.6 Engineering Repair Assistant - Level 1 (new Employees)

18.6.1 Relativity - Approximately 80% of tradesperson's Award rate ERT Level 1.

18.6.2 An Employee at this level performs routine duties essentially of a manual nature and to the level of his/her training. An Employee will remain in this classification for a minimum period of six months and a maximum period of eighteen months. During that period of service his/her duties will include:

- (a) General labouring
- (b) Routine cleaning of buses, Depot facilities including amenities
- (c) Exercising minimal judgement
- (d) Working under direct supervision
- (e) Undertaking structured training so as to enable progression to Level 2, subject to subclause 17.6.

#### 18.7 Engineering Repair Assistant - Level 2

18.7.1 Relativity - Approximately 85% of tradesperson's Award rate ERT Level 1.

18.7.2 An Employee at this level will have completed up to three months of structured training so as to enable the Employee to perform work within this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 1 and to the level of his/her training. Duties will include:

- (a) All labouring, cleaning, fuelling and Depot driving either individually or in a team environment;
- (b) Undertaking basic quality control/assurance procedures for his/her work environment;
- (c) Maintaining basic record systems;
- (d) Operating Machinery e.g. Industrial Sweeper, Bus Wash, Industrial Vacuum, Lifting Appliances, Streamspray, Hand Trolleys, Pallet Trucks;
- (e) Holders of Class C licences may be required to drive vehicles up to 2 tonnes, unloading store trucks;
- (f) Works under direct supervision or individually under general supervision;
- (g) Undertakes training so as to enable progression to Level 3, subject to subclause 17.6.

18.7.3 Trainee Storeperson will perform basic inventory control and record keeping, receiving, dispatching, issuing, distributing, sorting, checking, packing, documenting and recording of stores, materials and components.

## 18.8 Engineering Repair Assistant - Level 3

18.8.1 Relativity - Approximately 87.5% of tradesperson's Award rate ERT Level 1.

18.8.2 An Employee at this level will have completed a technical college certificate or up to 6 months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work up to, including and beyond the skills of an Employee at Level 2 and to the level of his/her training. Duties will include:

- (a) Labouring, cleaning, fuelling, Depot driving as required;
- (b) Operating machinery and equipment requiring the exercise of skills and knowledge beyond that of an Employee at Level 2;
- (c) Undertaking quality control/assurance procedure for his/her work;
- (d) Exercising discretion within his/her level of skills of training;
- (e) Maintaining record systems;
- (f) Performing oiling and greasing functions;
- (g) Assisting tradespersons as required, exercising some non-trades engineering skills;
- (h) Basic keyboard skills and data entry of records;
- (i) Operating mobile equipment;
- (j) Working under routine supervision either individually or in a team environment;
- (k) Assisting in the provision of on-the-job training for Levels 1 and 2 in conjunction with tradespersons and supervisor trainees;
- (l) Undertakes training so as to enable progression to Level 4, subject to subclause 17.6.

## 18.9 Engineering Repair Assistant - Level 4

18.9.1 Relativity - Approximately 92.5% of tradesperson's Award rate ERT Level 1.

18.9.2 An Employee at this level will have completed a technical college certificate or up to twelve months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 3 and to the level of his/her training. Duties will include:

- (a) Performing tasks using basic written, spoken or diagrammatic instruction in conjunction with supervisors/trainees;
- (b) Coordinating work in a team environment or works individually under minimal supervision;
- (c) Being responsible for assuring the quality of his/her own work and performs basic quality checks on the work of others, supervising cleaning operations;
- (d) Using tools and equipment within the scope (basic non-trades) of maintenance of vehicles;
- (e) Stripping/rebuilding tyres to rims, carrying out minor repairs to tyres, changing wheels and all work associated therewith;
- (f) Maintaining record systems and compile reports;

- (g) Performing all lubrication and fuelling functions;
- (h) Operating machinery and equipment including lifting equipment, fork lift and cranes.

18.10 Storepersons - Jointly developed Employer and Employee competencies for Storeperson Level 1 and 2 will be utilised to assess and develop Storepersons covered under this Award.

18.11 Storeperson Level 1

18.11.1 Relativity - Approximately 92.5% of Tradespersons Award rate ERT Level 1.

18.11.2 An Employee at this level will have completed a technical college certificate or up to twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of ERA Level 4 and to the level of his/her training and stores duties as follows:

- (a) Licensed operation of all materials handling equipment;
- (b) Using tools and equipment within the scope of the stores operations;
- (c) Intermediate computer and keyboard skills;
- (d) Driving vehicles of up to 10 tonnes capacity;
- (e) Locating, receiving, checking, issuing and despatching and delivery of stores;
- (f) Arranging routine transport as required;
- (g) Maintaining inventory systems, stock levels, undertaking stock checking, stock taking, and cycle counting functions as required;
- (h) Responding to stores customer needs as required;
- (i) Maintaining record systems and files;
- (j) Using a range of office equipment;
- (k) Planning and organising personal work activities;
- (l) Following organisational stores procedures;
- (m) Applying organisational WHS, environment, dangerous goods and regulatory procedures;
- (n) Training stores personnel within skill levels.

18.12 Storeperson - Level 2

18.12.1 Relativity- Approximately 98.6% of tradesperson's Award rate ERT Level 1.

18.12.2 An Employee at this level will have completed a relevant technical college certificate, or possess experience at Storepersons Level 1 having received twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of Storeperson Level 1 and to the level of his/her training and the stores duties as follows:

- (a) Drafting correspondence;
- (b) Producing reports, using and analysing information;

- (c) Planning and organising team or personal work activities;
- (d) Maintaining warehouse/stores workflow;
- (e) Planning, organising and locating stock in warehouse/store sub sections as required;
- (f) Identifying and rectifying problems and deficiencies with storage and supply;
- (g) Implementing routine solutions and monitoring effectiveness;
- (h) Recommending and applying specific product and inventory knowledge to respond to stores and customer needs;
- (i) Arranging unusual or non-routine transport as required;
- (j) Applying and promoting quality and continuous improvement;
- (k) Identifying development needs of, and training stores personnel, assisting with evaluation and records.

## **PART IV - EMPLOYMENT RELATIONSHIP**

### **19. Employer and Employee Duties**

- 19.1 With the exception of Casual Employees, all Employees covered by this Award shall be deemed to be employed by the week.
- 19.2 The Employer may direct an Employee to carry out such duties where practical, as are within the limits of the Employee's skills, competence and training consistent with the classification levels.

### **20. Performance of Work**

All Employees shall carry out the duties as directed by their supervisor/manager, provided the duties to be performed are within their skill, competence and training.

### **21. Employment Relationship**

- 21.1 Subject to the terms contained in this clause an Employee covered under this award can be engaged on a full time, part time, casual (subject to clause 27) or temporary basis (subject to clause 26).
- 21.2 All Employees covered under this award can be employed on a part time basis on request, in accordance with Part 5 of the *Industrial Relations Act 1996* (NSW), subject to the agreement of the Employer.
- 21.3 Part time employment may be offered to Engineering Repair Assistants employed to undertake bus cleaning functions.
- 21.4 Nothing in this Award prevents a party to this award from making an application in accordance with section 21(1)(f) of the *Industrial Relations Act 1996* (NSW) for part time Employees in other areas covered by this Award.
- 21.5 Employees engaged on a part time basis will work, on average, less ordinary hours per week than Employees engaged on a full-time basis (i.e. less than 38 ordinary hours per week), and receive on a pro rata basis the equivalent pay and conditions of full time Employees of the same classification.
- 21.6 Part time Employees will only be entitled to overtime rates for hours worked where a full time Employee would ordinarily receive overtime rates had they worked those hours (e.g. more than 38 hours per week).

## 22. Contracting

- 22.1 Maintenance work may be contracted out to meet peak demands, special projects and the need for specialised skills unavailable in house.
- 22.2 Wherever practicable the Employer will use existing Employees to carry out work within their capabilities to achieve the requirements of genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- 22.3 Prior to work being contracted out, management will consult with the relevant union delegates on the scope of work, reason and circumstances for the decision.
- 22.4 Every effort will be made to minimise the use of contractors by adopting a skill transfer strategy to ensure that specialised skills held by contractors are transferred to Employees where appropriate.

## 23. Apprenticeships, Traineeships and Cadetships

- 23.1 The Employer is committed to the apprenticeship program. The number of apprentices is based on business needs and natural attrition rates or qualified trade Employees.
- 23.2 During the life of the Award, the Employer is prepared to review the yearly intake of apprentices.
- 23.3 The engagement of apprentices and trainees is governed by the applicable NSW legislation.
- 23.4 Apprentices and trainees undertake training in compliance with the Australian Quality Training Framework (or equivalent) as amended from time to time.
- 23.5 Where the Employer proposes to employ apprentices or trainees in a new classification, State Transit will consult with the relevant Union/s on the proposal.
- 23.6 The Employer may employ trainees using the Australian Apprenticeship Incentive Program (Aaip) or equivalent, where applicable. Aaip allows existing Employees to be considered as trainees for the purpose of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing Employees.
- 23.7 The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown below, to the rate of pay of a Engineering Repair Tradesperson Level 1, as shown in Schedule A. This pay rate will be exclusive of any relevant allowances payable, e.g. Industry Allowance and Tool Allowance.

| YEAR        | PERCENTAGE |
|-------------|------------|
| First Year  | 50%        |
| Second Year | 60%        |
| Third Year  | 75%        |
| Fourth Year | 88%        |

## 24. Adult Apprentice Wage Rates

- 24.1 Where an Employee is engaged under this Award as an Engineering Repair Assistant or Storeperson prior to becoming an adult apprentice, they shall receive whichever is the greater between the rate of pay for the position previously held and that for an apprentice.
- 24.2 Subject to the exclusion of adult apprentices nominated under this Award, all other adult apprentices shall be paid whichever is the greater of an Engineering Repair Assistant Level 2 as provided for under this Award, or the rate of an Apprentice.
- 24.3 An adult apprentice is an apprentice engaged by State Transit after turning 21 years of age.

## **25. Apprentices**

- 25.1 Apprentices shall be employed in one or more of the following trades: Electrical Fitter, Electrical Mechanic, Motor Mechanic, Auto Electrician, Body Builder, Panel Beater, Vehicle Painter and any other calling to meet the Employer's trade requirements.
- 25.2 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.
- 25.3 All apprentices shall attend the appropriate technical courses.
- 25.4 The terms of this Award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority. Subject to appropriate State legislation, the Employer shall not employ an un-apprenticed junior for a trade or occupation provided for in this clause.
- 25.5 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- 25.6 Except as provided in this clause or where otherwise stated all conditions of employment specified in the Award shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- 25.7 The wage rates of apprentices as specified in subclause 23.7 may be varied with the approval of relevant parties to the Award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- 25.8 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work, overtime, or shift work, at times, which would prevent their attendance in training consistent with the contract of the training agreement.
- 25.9 No apprentice shall work under a system of payment by results.
- 25.10 Lost time apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to Annual Leave or Long Service Leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

## **26. Temporary Staff/Employees**

- 26.1 It is agreed that temporary staff can be employed within the Bus Engineering Division.

Temporary staff will be recruited for special project work of a fixed duration that is over and above normal work requirements of full time Employees, or where there is a shortage of staff due to sickness, Extended Leave etc. that will entail or involve greater than four weeks work. The employment of temporary staff will not impinge upon permanent Employees but will serve as a management tool to reduce excess hours of work and to meet work requirements. The following conditions are to apply to the employment of temporary staff:

- 26.2 Subject to subclause 26.1.2 herein Employees and Employee representatives are to be consulted 30 days prior where special projects are involved, seven days when staff shortage occurs due to long term unforeseen circumstances, before employing temporary staff.
- 26.1.2 All avenues of using existing State Transit Employees are to be explored.
- 26.1.3 Temporary Employees are to be directly employed by State Transit.
- 26.1.4 Temporary Employees will be entitled to the same wages and conditions of full time Employees, except for study assistance and appeal rights with Sick Leave available only when accrued.
- 26.1.5 Temporary Employees will receive the same pass entitlements of full time Employees.
- 26.1.6 Temporary Employees will be employed for no less than one month and where required for greater than 12 months to be permanent staff.
- 26.1.7 Services may be terminated at any time by either party, providing one week's notice is given.
- 26.1.8 Temporary staff will not be utilised to cover current Annual Leave clearance.

### **27. Non Trade Related Bus, Yard and Depot Facilities Functions**

- 27.1 All Duties and functions not related to the repair and mechanical maintenance of buses, and the duties and functions related to the cleanliness and general appearance of depot yards will be undertaken by non-trade employees covered by this award. This will include, but not be confined to, the cleaning of buses, yards and depot facilities.
- 27.2 Existing employees of STA who currently undertake such duties and are classified as Engineering Repair Assistants remain covered by the terms and conditions of this award on and from the date of operation of this award.
- 27.3 Employees employed after the commencement of this award to undertake such duties described above shall be covered exclusively by the terms and conditions of this award.
- 27.4 Existing employees of STA who currently undertake such duties and are not classified as Engineering Repair Assistants shall have the option of transferring to the terms and conditions of this award.
- 27.5 Under this clause a 'Casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.6 Casual Employees shall be paid at an hourly rate equal to the appropriate hourly rate prescribed for a full-time Employee for such work with the addition of a 20% casual loading. In the event a casual Employee becomes a full time or part time Employee, the casual loading will not be payable.
- 27.7 A Casual Employee when working on a holiday or any time for which a weekly Employee is paid above the weekly Employee's ordinary rate or pay, must be paid the appropriate rate paid to the weekly Employee of the same class working at such time with the addition of 20%.
- 27.8 The casual loading is in recognition of the casual nature of the employment and compensates the Employee for all leave, and all incidence of employment, except overtime, unless prescribed otherwise eg. Legislative provisions that may provide Long Service Leave for Casual Employees.
- 27.9 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.10 A Casual Employee required to attend for duty and who does attend for duty, shall be entitled to a minimum payment of three hours' work at the appropriate rate.
- 27.11 State Transit shall not require an existing permanent Employee to become a casual Employee.



- 27.12 State Transit shall take all reasonable steps to provide Employees with secure employment by maximising the number of permanent positions in the workforce. A casual Employee may be employed to meet intermittent, short term, irregular work requirement or where a legitimate need for casual Employees arises.
- 27.13 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.
- 27.14 Only the relevant provisions of this Award will apply to casual Employees, that is the provisions that would ordinarily apply to casual Employees. The following clauses of this Award specifically do not apply to casual Employees:
- 27.14.1 Clause 16 - Career Path, and clause 17- Career Path Development
  - 27.14.2 Clause 28 - Abandonment of Employment
  - 27.14.3 Subclause 29.2 - Notice of Termination
  - 27.14.4 Clause 30 - Job Security
  - 27.14.5 Clauses contained in Part VI - Leave and Public Holidays of this Award with the exception of subclauses 51.7 and 51.8 which will continue to apply to casual Employees required to work on a public holiday, and clause 45 - Parental Leave (which only applies to Regular casual Employees).
  - 27.14.6 Clause 55 - Salary Sacrifice for Superannuation.
  - 27.14.7 Clause 59 - Training, clause 60 - Training Costs, and clause 62, Training for Relief Leading Hands
- 27.15 Notwithstanding the intentions of sub-clause 27.3 a party to this Award is at liberty to make an application in accordance with section 21(1) (g) of the *Industrial Relations Act 1996* (NSW) for casual Employees in all areas covered by this Award.

## **28. Abandonment of Employment**

- 28.1 Where an Employee, within a period of 21 days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the Employer, that their absence is for a reasonable cause, the Employee will be deemed to have abandoned their employment.
- 28.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
- 28.2.1 the Employer will forward a letter (the First Letter) by registered mail or courier to the last known address of the Employee requesting the Employee contact the Employer within seven (7) days of the date of service of the First Letter, and provide a satisfactory explanation for their absence.
  - 28.2.2 where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven (7) days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence.
  - 28.2.3 Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven (7) days of service of the Second Letter.

28.2.4 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate supporting the whole of the absence.

28.3 For the purpose of this clause service of the First Letter and/or Second Letter will be affected by means of either personal service or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

### **29. Termination of Employment**

29.1 State Transit shall, upon receipt of a request from an Employee whose employment has terminated, provide to an Employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the Employee. This will be provided where practical on the last day of work or as agreed with the Employee.

29.2 Notice of Termination

29.2.1 In order to terminate the employment of an Employee the Employer must give to the Employee the following notice:

| Period of service                   | Period of Notice |
|-------------------------------------|------------------|
| Not more than 1 year                | 1 week           |
| More than 1 year and up to 3 years  | 2 weeks          |
| More than 3 years and up to 5 years | 3 weeks          |
| More than 5 years                   | 4 weeks          |

29.2.2 In addition to the notice in 29.2.1, Employees over 45 years of age at the time of giving of the notice with not less than two years service, are entitled to an additional weeks notice.

29.2.3 Payment in lieu of the notice prescribed in 29.2.1 and 29.2.2 must be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

29.2.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

29.2.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the cases of apprentices or casual Employees.

29.3 Upon termination of employment wages due to an Employee shall be paid on the day of such termination or forwarded by post on the next working day.

29.4 Where an Employer has given notice to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

### **30. Job Security**

30.1 State Transit is unable to provide an unequivocal assurance that at some time in the future, circumstances will not change and that State Transit will not seek changes to bus maintenance functions that could have an impact on staffing levels. Excess staff will be managed in accordance with State Government and State Transit policies for the management of excess staff.

30.2 The object of this Award is to support our planned growth of business by increasing efficiency and productivity through a cooperative approach between management and Employees.

## **PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS**

### **31. Ordinary Hours of Work**

- 31.1 Where not already applicable, the ordinary hours of work will be 152 hours over a four week work cycle.
- 31.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week subject to subclause 31.4.
- 31.3 The ordinary hours of work prescribed herein for day workers shall be between 6.00am and 6.00pm, provided the spread of hours may be altered by mutual agreement between the Employer and the majority of Employees in the section or sections concerned. Provided further that work prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.
- 31.4 The ordinary hours prescribed herein shall not exceed twelve hours in any day, provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of Employees in the section or sections concerned, and relevant unions.
- 31.5 Ordinary hours of labour may be worked to provide for one hundred and fifty two (152) hours work in four weekly cycles to enable Employees to have additional time-off duty by accruing additional working time on other working days. Such hours are to be arranged within shift limits specified in 31.3.
- 31.6 Employees off duty on paid Sick Leave, approved leave, Annual Leave, Jury Service, Bereavement Leave or on public holidays shall not have their entitlement to a rostered day off affected.
- 31.7 Subject to Employer approval, an Employee may alter the day due to be a rostered day off.
- 31.8 Employees directed to attend duty but not required or who have been directed to attend and subsequently told that they are not required on that day shall be paid a half of a days pay unless notice that they will not be required has been given at their residence two hours before the time at which they were to commence duty, or prior to leaving their residence to attend duty where the normal travel time between residence and place of work is greater than two hours.

### **32. Shift Work**

- 32.1 Definitions for the purpose of this clause:
  - 32.1.1 Afternoon shift means any shift finishing after 6.00pm and at or before midnight.
  - 32.1.2 Night shift means any shift finishing subsequent to midnight and at or before 8.00am.
  - 32.1.3 Regular afternoon or night shift means an afternoon or night shift, which by established custom, constitutes a normal feature of the work for any group or class of Employees and which is normally in operation for at least five nights each week; where such shifts are not a normal feature of the work for any group or class of Employees and should they be introduced they shall be regarded as regular afternoon or night shifts after they have been in operation for more than four consecutive weeks.
  - 32.1.4 A shift worker is an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift work allowance entitlement, or an Employee who works regularly to a roster which provides for work being performed on seven days of the week.

32.2 Employees working on afternoon or night shift shall be paid as follows:

32.2.1 Regular afternoon or night shifts - those required to take their turn on regular afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for each such shifts worked.

32.2.2 Other than regular afternoon or night shifts - when other than regular afternoon or night shifts are worked Employees called upon to work such shifts shall be paid for the first five nights then shifts after the first five nights up to a period of four weeks from the commencement of such shifts shall be paid at the rate of 20 per cent more than the ordinary rate for each of such shifts worked; if the shifts continue for more than four weeks then Employees working on such shifts shall be paid at the rate of 15 per cent more than the ordinary rate of each of such shifts worked.

32.2.3 Provided that an Employee who is required to work night shifts only shall be paid at the rate of 30 per cent more than the ordinary rate for each such shift worked for all time worked during hours on such shifts.

### **33. Overtime**

33.1 All time worked outside the ordinary hours work of a full time Employee on any given day or week shall be at time and a half for the first three hours and double time thereafter, except Sundays which shall be paid at double time.

33.1.1 All time worked on a Sunday shall be paid in accordance with clause 35 of this Award. Overtime performed on a Sunday stands alone and is not included in the calculation of weekly overtime.

33.2 For the purpose of this clause, ordinary hours shall mean the hours worked and fixed in accordance with clause 31 - Ordinary Hours of Work, and clause 32 - Shiftwork of this Award.

33.3 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.

33.4 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.

33.4.1 Subject to subclauses 33.7 and 33.9, there will be no minimum hours of overtime to be worked with overtime to be determined by the Employer.

33.5 Rest period after overtime

33.5.1 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.

33.5.2 No Employee shall be required to commence a new shift at ordinary rates within ten hours of the conclusion of his/her previous shift except for the purpose of change of regular shift. If the Employee is required to commence a new shift within ten hours of conclusion of the previous shift and it is not for the purpose of regular change of shift, the Employee shall be paid for such shift at overtime rates. This subclause does not apply where shifts are changed to meet the Employee's convenience. For the purpose only of this subclause overtime worked on any day shall be disregarded.

33.5.3 If on the instruction of the Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until having had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

33.6 The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours was substituted for ten hours when overtime is worked:

33.6.1 For the purpose of changing shift rosters;

33.6.2 Where a shift worker does not report for duty;

33.6.3 Where the shift is to be arranged between the Employees themselves.

33.7 Call back

33.7.1 An Employee required after the usual working hours to attend the Employer's establishment to work (whether notified before or after leaving the premise) shall receive a minimum payment equivalent to three hours work at the appropriate overtime rate for each time recalled. Provided, that except in the case of unforeseen circumstances the Employee shall not be required to work the full three hours if the job recalled to perform is completed within a short period of time. This subclause shall not apply in cases where it is customary for an Employee to return to the Employer's premise to perform a specific task outside the ordinary working hours, or completion or commencement of ordinary working time.

33.7.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 33.5 of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

33.8 Crib time

33.8.1 Where more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee was working on a day ordinarily off duty, and the exigencies of the service permit, an Employee before starting to work such overtime shall be allowed a paid crib break of twenty minutes.

33.8.2 An Employee who works four hours overtime after having had the crib break provided in subclause 33.8.1 shall be allowed a further crib break of twenty minutes without deduction of pay if required to continue working.

33.8.3 An Employee recalled for duty after ceasing work on one shift and before commencing work on the next shall be allowed a crib of twenty minutes without deduction of pay after having worked four hours overtime and required to continue at work. If required to work more than four hours additional overtime at the conclusion of such crib, the Employee shall be allowed a further crib of twenty minutes without deduction in pay.

33.9 Short notice pre start

33.9.1 An Employee who has been contacted since the conclusion of their last shift and prior to attending their next shift for the purpose of working overtime prior to, and in association with the commencement of their normal shift, shall be required to work a minimum of two hours overtime at the appropriate overtime rates. This provision does not impact on the 'call back' provisions as provided for in subclause 33.7.

33.10 All overtime shall be worked to comply with relevant Heavy Vehicle Fatigue Management Regulation/s and or Fatigue Management Guidelines.

34. Saturday Time

34.1 Ordinary hours worked on a Saturday shall be paid at the rate of time and a half.

### **35. Sunday Time**

35.1 Time worked on a Sunday shall be paid at the rate of double time.

- 35.2 Notwithstanding anything elsewhere provided in this Award, the Employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

### **36. Rosters**

- 36.1 Rosters shall be built to meet the operational needs of the business with the emphasis on routine servicing and maintenance activities being performed at times outside of operational peak bus requirements.
- 36.2 It is acknowledged by the parties that changes in operational peak bus requirements/service provisions may impact on both maintenance staff numbers and maintenance workshop locations as required. Rosters are to be arranged in such a manner, to ensure that the most economical and appropriate level of coverage is made available.
- 36.3 Operational and business requirements that may require alterations to existing rostering arrangements include:
- 36.3.1. Staff classification type and numbers in a location;
  - 36.3.2. Actual work location including redeployment to another work location;
  - 36.3.3. Shift start and finishing times;
  - 36.3.4. Rostered day off patterns;
  - 36.3.5. Mutually agreed flexible rostering initiatives; for example 9 day fortnight.
- 36.4 Consultation regarding change is to take place as per clause 37, clause 64 and subclause 9.6 of this Award.
- 36.5 Rosters shall be constructed and maintained to ensure that all hours worked shall comply with relevant Heavy Vehicle Fatigue Management Regulation/s.

### **37. Rostering Arrangements**

- 37.1 Consultation is to take place with staff as to proposed changes to a master roster.
- 37.2 Where the master roster is to be changed, the Employees affected are to be notified of the change as soon as practicable, with the minimum notification to be 28 days. The following procedures are to apply during those 28 days:
- 37.2.1 In week 1, rosters are displayed and Employees are to raise with local management any issues of concern.
  - 37.2.2 In week 2, roster is modified on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.
  - 37.2.3 In week 3, rosters are reposted and to commence in two weeks.
  - 37.2.4 In week 5, rosters commence.
- 37.3 In the construction of rosters the critical element is to ensure sufficient staff is available to meet operational requirements and to maintain the standards as set by the relevant Regulator.
- 37.4 Without diminishing the responsibilities and requirements as nominated in clause 38, consideration is to be given to travel arrangements of Employees when constructing rosters.

### **38. Change of Shift**

In the event of a change of shift being necessary and there is a relief line, the relief will cover the shift, provided they are given at least 48 hours notice of the change. Where there is no relief line, another Employee within the classification will cover the shift on the basis of agreed arrangements at the local level. Where there are no agreed arrangements in place and no volunteers, the last person employed at the location, on the shift not required (i.e. if a day shift is not required then the last employed at the location working day shift) is to receive at least 48 hours notice of the change.

### **39. Higher Duties**

- 39.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 39.2 An Employee temporarily acting in the higher grade shall be paid whilst so employed, the rate applicable if the Employee were appointed to that grade.
- 39.3 The relevant rate and conditions applying to the higher grade position shall be the rate and conditions that apply to the Employee while they are acting in the higher grade position.
- 39.4 Where an Employee is required to act in a higher grade for two hours or more on any day or shift the Employee shall be paid the rate for the higher grade for the full day or shift.
- 39.5 An Employee required to act in a higher grade position shall not receive less payment than the Employee would have received had the Employee remained in his/her classified position and performed the ordinary hours associated with that position.

### **40. Attending Office**

- 40.1 Where the Employer requires an Employee to:
  - 40.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits; or
  - 40.1.2 attend any court or coronial inquiry,the Employee shall be paid for all time spent at ordinary rates and shall be reimbursed any excess travelling time and expenses for rail and/or bus services.

### **41. Meal and Rest Breaks**

- 41.1 An Employee shall not be required to work for more than five hours without a break for a meal.
- 41.2 Except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is allowed.
- 41.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.
- 41.4 If a rest break is granted, it shall be at the Employer's time.

## **PART VI - LEAVE AND PUBLIC HOLIDAYS**

### **42. Annual Leave**

- 42.1 Employees shall be entitled to Annual Leave as prescribed by the *Annual Holidays Act 1944* (NSW).

#### 42.2 Annual Leave Loading

42.2.1 An Employee who has been a shiftworker for greater than six months in the previous twelve months prior to commencing Annual Leave shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage.

42.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

### **43. Long Service Leave**

Employees shall be entitled to Long Service Leave as prescribed in relevant legislation.

### **44. Personal Leave**

44.1 Personal Leave consists of the following three types of leave:

44.1.1 Sick Leave;

44.1.2 Carer's Leave; and

44.1.3 Compassionate/Bereavement Leave

44.2 All Employees, other than casual Employees, will be entitled to Personal Leave in accordance with this clause.

44.3 For the purpose of this clause the entitlement to use sick leave in accordance with this clause for Carer's leave is subject to:

44.3.1 The staff member being responsible for the care and support of the person concerned; and the person concerned being:

44.3.2 A spouse of the staff member; or

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

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

44.3.5 A same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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

44.3.9 Year means the period of twelve months from 1 January to 31 December inclusive.

44.3.10 Accumulated paid Sick Leave means paid Sick Leave which accrued to an Employee's credit in any previous calendar year which has not been cleared by the Employee as paid Sick Leave.



44.3.11 Current paid Sick Leave means paid Sick Leave that has accrued to an Employee's credit in the current year which has not been cleared by the Employee as paid Sick Leave.

#### 44.4 Sick Leave

44.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.

44.4.2 Subject to subclause 45.5, Employees covered by this Award are entitled to 15 days (or equivalent) paid Sick Leave per year, provided;

- (a) Paid Sick Leave will be credited on a pro rata basis in the first year of service, and
- (b) Sick Leave not used in any year shall accumulate.

44.4.3 If an Employee is terminated by their Employer and is re-engaged on a permanent basis by the same Employer within a period of six months then the Employee's unclaimed balance of Sick Leave shall continue from the date of re-engagement.

#### 44.5 Managing Sick Leave Related Absences

44.5.1 The parties have agreed to implement a range of strategies to reduce average Sick Leave levels for Employees covered under this Award and have committed to achieving a target level of an average of 9 days per year, per Employee.

44.5.2 The strategies to be implemented will include, but are not limited to, the following:

- (a) Employees are entitled to a maximum number of 5 non certified Sick Leave days allowed per year, however an Employee who has already had two paid Sick Leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid Sick Leave in that year of a duration of one day only, without production to the Employer of a certificate from a qualified medical practitioner certifying the Employee was unable to attend for duty on account of personal illness or injury.
- (b) Payment of Sick Leave is provisional on an Employee:
  - (i) Reporting the absence appropriately (that is as soon as reasonably practicable and prior to or at the commencement of a shift) as well as providing required information); and
  - (ii) An agreed minimum level of information being supplied including the nature of the illness or injury and the estimated duration of the absence (where an Employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for Sick Leave dealt with confidentially by an alternative manager, a Health Services Officer, or a member of the Human Resources Division).
- (c) Backdated medical certificates will only be accepted at the sole discretion of the Employer, and as defined by STA policies, based on the individual circumstances including the Employee's absence history.
- (d) The Employer will have sole discretion to accept other forms of evidence to satisfy that an Employee had a genuine illness based on the individual circumstances including the Employee's absence history.
- (e) Employees with an unacceptable attendance pattern may be placed on an absence management program, which may include withdrawal of any entitlement to non certificated Sick Leave.

- (f) A requirement that any Employee on long term Sick Leave may be required by the Employer to participate in a return to work program.

44.5.3 For the purpose of this clause, Unacceptable Attendance Pattern means any pattern of absence, which the Employee's manager, on reasonable grounds, believes warrants the Employee being placed on an Absence Management Program, and includes:

- (a) Failure to comply with any aspect of State Transit's Sick Leave Policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause.
- (b) Failure to produce a medical certificate or other satisfactory evidence to support an absence where the Employee was under an obligation to do so.

44.5.4 The following are provided as examples of attendance patterns which would require review by management and which may, provided there are reasonable grounds, result in an Employee being placed on an Absence Management Program:

- (a) A pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (b) High number of one to two day unplanned absences, particularly for different reasons;
- (c) A pattern of unplanned Sick Leave immediately following or preceding RDO's, ADO's, Public holidays or Annual Leave;
- (d) Unplanned absences on a day which an Employee sought a day off, but which was not approved;
- (e) Unplanned absences on special events; or
- (f) Five or more absences (particularly single day absences) in a four month period.

44.5.5 An Employee with an unacceptable attendance pattern may be placed on an Absence Management Program. In administering Absence Management Programs, there is absolutely no intention by State Transit to place undue pressure on any Employee in genuine need of Sick Leave.

44.5.6 Absence Management Program Step 1 - Preliminary Discussion

- (a) The Employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- (b) If, following discussion and any necessary further investigation, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an Employee may be placed on an Absence Management Program at this point.

44.5.7 Absence Management Program Step 2 - Placement on a Program

Should an Employee's attendance pattern remain unsatisfactory, the Employee will again be interviewed by their manager. If, following the further interview, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be placed on an Absence Management Program which will include the following:

- (a) All unplanned absence due to personal illness or injury will need to be medically supported while the Employee remains on an absence management program;

- (b) Regular review meetings between the manager and Employee as required;
- (c) Any unplanned absence will require approval and until the Employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to disciplinary action;
- (d) Medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (e) Written confirmation of placement on the Absence Management Program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

#### 44.5.8 Absence Management Program Step 3 - Disciplinary Action

Where an Employee's attendance pattern remains unacceptable following:

implementation of steps 1 and 2, formal disciplinary action may be commenced against the Employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the Absence Management Program.

#### 44.5.9 Continuous Review

- (a) An Employee placed on an Absence Management Program will be subject to continuous review, and may be removed from the Absence Management Program, at any time, following demonstrated improvement in their attendance pattern.
- (b) Employees will be advised in writing of the decision to remove them from the Absence Management Program. However, should the Employee again come under notice for an unacceptable attendance pattern, the Employee may be placed back on an Absence Management Program

#### 44.5.10 The parties agree that in order to give full effect to the provisions of this clause that:

- (a) the Employer's Sick Leave Policy and procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
- (b) Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in Sick Leave, and
- (c) the Unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average Sick Leave levels.

### 44.6 Carer's Leave

44.6.1 Subject to an Employee having sufficient paid Sick Leave available, Employees are entitled to use up to a maximum of ten days from their Sick Leave entitlement to use as Carer's Leave.

44.6.2 The entitlement to use up to a maximum of ten days per year as Carer's Leave does not accumulate from year to year.

44.6.3 An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.

44.6.4 Paid and unpaid Carer's Leave may be taken for part of a single day.

44.6.5 An Employee's entitlement to use paid or unpaid Carer's Leave is subject to:

- (a) the Employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the Employee being responsible for the care of the person concerned.

44.6.6 The Employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another, provided that:

- (a) the Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:
  - (i) the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
  - (ii) the Employee has exhausted all paid Carer's Leave; or
  - (iii) the Employee, within the current Year, has already cleared 5 days paid Carer's Leave, which were not supported by the production of a medical certificate; or
- (b) the Employee has been placed on an Attendance Monitoring Program and directed to supply medical certificates to support all future applications for Sick Leave and Carer's Leave.

44.6.7 In normal circumstances, an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.

44.6.8 The Employee must, where reasonably practicable, give the Employer notice prior to the absence of their intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

#### 44.7 Compassionate/Bereavement Leave

44.7.1 An Employee is entitled to up to two days paid leave on each occasion a member of the Employee's immediate family or household dies.

44.7.2 Proof of death must be provided to the satisfaction of the Employer.

### **45. Parental Leave**

45.1 Parental Leave includes Maternity, Adoption Leave and 'Other Parent' Leave. Subject to the terms of this clause, Employees other than casuals are entitled to Maternity, Paternity and Adoption Leave and to request to work part time in connection with the birth or adoption of a child. An Employee, including a casual employee who has had at least twelve months continuous service, is entitled to Parental Leave in accordance with this clause and with the Employer's Parental Leave Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.

45.2 For the purposes of this subclause 'child' means a child of the Employee under the age of one except for adoption of a child where 'child' means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who had previously continuously lived with the Employee for a period of six months or more.

45.3 After an Employee has completed 40 weeks continuous service, and who has provided satisfactory evidence of being the primary carer for the child, they are entitled up to a combined total of 52 weeks

unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. For females, Maternity Leave may be taken, and for males, 'Other Parent' Leave may be taken. Adoption Leave may be taken in the case of adoption.

45.4 Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access Parental Leave in the following circumstances:

For maternity and other Parent Leave, an unbroken period of one week at the time of the birth of the child;

For Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.

45.5 An Employee who is not eligible for Maternity Leave or Adoption Leave, may, in special circumstances, be granted 'Other Parent' leave to care for their child.

45.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.

45.7 Parental Leave is unpaid leave (unless provision for payment is made) and can consist of solely Parental Leave, or a combination of Parental, Annual and/or Long Service Leave if the Employee has accrued such leave.

45.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.

45.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.

45.10 Returning to work after a period of Parental Leave

45.10.1 An Employee is entitled to return from Parental Leave to the position substantially held immediately prior to going on Parental Leave if that position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

45.10.2 An Employee may be granted further leave beyond 52 weeks from the date of birth. Any Employee taking further leave will be required to clear accumulated leave prior to commencing extended Parental Leave.

45.10.3 An Employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.

45.11 Notice of Parental Leave

45.11.1 An Employee will provide the Employer at least ten weeks prior to each proposed period of Parental Leave with:

- (a) For maternity and Other Parent Leave, a certificate from a registered medical practitioner which states they (or their spouse) is pregnant and the expected date of birth, and
- (b) Written notification of the dates on which they propose to start and finish the period of Parental Leave, and
- (c) A statutory declaration stating:
  - (i) the period of leave sought is so that they can be the primary caregiver to the child, and
  - (ii) detail any particulars of any period of Parental Leave sought or taken by their spouse, and

(iii) that for the period of Parental Leave, the Employee will not engage in any conduct inconsistent with their contract of employment.

45.11.2 An Employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date.

#### 45.12 Replacement Employees

45.12.1 A replacement Employee is an Employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.

45.12.2 Before an Employer engages a replacement Employee the Employer will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### 45.13 Variation of Parental Leave

45.13.1 Unless agreed otherwise between the Employer and Employee, an Employee may apply to their Employer to change the period of Parental Leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

45.13.2 Subject to subclause 47.5 and unless agreed otherwise between the Employee and Employer, an Employee may commence Parental Leave at any time within nine weeks immediately prior to the expected date of the birth and not more than 52 weeks after the date of the birth (or in the case of Adoption Leave upon the date of placement).

### **46. Maternity Leave**

46.1 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

46.2 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced Maternity Leave, the Employee may take unpaid special Maternity Leave of such period as a registered medical practitioner certifies as necessary, except that where an Employee is suffering from an illness not related to the direct consequences of the birth an Employee may be entitled to paid Sick Leave in lieu of, or in addition to, special Maternity Leave.

46.3 Where Parental Leave is granted, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

46.4 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.

46.5 If a transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee, to commence Parental Leave.

46.6 An Employee who has been granted Maternity Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.

46.7 The Employer shall consider any request for a full time Employee to return to work from their period of Maternity Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.

46.8 Paid Maternity Leave

46.8.1 A female Employee entitled to Parental Leave (i.e. completed at least 40 weeks continuous service) is entitled to paid Maternity Leave in accordance with this subclause.

46.8.2 An Employee is entitled to a maximum of 9 weeks paid Maternity Leave at their base rate. The paid leave can be taken in a lump sum at the commencement of Maternity Leave, or as half pay on a fortnightly basis while on Maternity Leave, or in any combination of these options.

46.9 Separate from paid Maternity Leave, an Employee may be paid accrued Annual and/or Long Service Leave as part of the Maternity Leave period. The accrued leave can be taken:

For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or

For accrued Long Service Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave or as half pay while on Maternity Leave.

Once all entitlements to pay have been exhausted, the balance of Maternity Leave will be unpaid.

#### **47. Adoption Leave**

47.1 Employees including a casual employee who has had at least twelve months continuous service are entitled to paid adoption leave in accordance with this clause and with the Employer's Adoption Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.

47.2 An Employee who has been granted Adoption Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.

47.3 The Employer shall consider any request for a full time Employee to return to work from their period of Adoption Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.

47.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.

47.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

47.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such a failure results from a requirement of an adoption agency to accept earlier or later placements of a child, the death of a spouse, or other compelling circumstances.

#### **48. Domestic Violence Leave**

Employees shall be entitled to Domestic Violence Leave in accordance with the Employer's Domestic Violence Leave policy, as amended from time to time.

#### **49. Jury Service**

49.1 A permanent Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of

their attendance for such jury service and the amount of wages he or she would have received in respect of total ordinary time they would have worked had they not been on jury service.

- 49.2 An Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## **50. Blood Donors Leave**

Employees are to receive paid leave pursuant to the Employer's Blood and Marrow Donation Policy. In arranging the leave, consideration is to be given to the fact that having given a donation of blood, Employees are not to drive a heavy vehicle for a period of at least eight hours or as recommended by the appropriate Authority.

### **51. Public Holidays**

- 51.1 A permanent Employee under this Award is entitled to the following public holidays, without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hours Day, Christmas Day, Bank Holiday, and Boxing Day. Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

- 51.2 Employees are only entitled to public holidays on days in which they would ordinarily be required to work, but for the public holiday occurring.

- 51.3 Where reasonably practicable an Employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic day. Such Employee if required to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.

- 51.4 Substitution of certain public holidays, which fall on a weekend:

Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day;

Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day;

Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

- 51.5 By agreement between the Employer and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. An Employer and an individual may also agree to the Employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

- 51.6 In addition to the days described in subclause 51.1, any special days appointed by gazettal as a public holiday throughout the State or a locality shall be deemed to be a public holiday throughout the State or relevant locality for the purposes of this Award.

- 51.7 Payment for time worked on a public holiday -

51.7.1 Continuous shift workers required to work on a public holiday shall be paid at the rate of double time and a half for hours worked throughout ordinary hours. Continuous shift workers required to work overtime on a public holiday shall be paid at double time for the overtime performed on the public holiday. Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.



51.7.2 Day workers required to work on a public holiday shall be paid for a minimum period of three hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.

51.8 Where an Employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Employer, he or she will not be entitled to payment for the holiday.

51.9 Except as provided for in this subclause or subclause 51.10, where a full time Employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday the Employee is entitled to either:

7 hours and 36 minutes pay at ordinary rates; or

7 hours and 36 minutes added to his or her Annual Leave; or

A substitute day off on an alternative week day.

This shall apply to rostered days off which fall on a Saturday or a Sunday where the Saturday or Sunday is part of the normal working roster, and actually worked by the rostered employee, for at least 4 shifts during the preceding 12 months.

51.10 Where an Employee has credited time accumulated, then such credited time should not be taken as a day off on a public holiday.

51.11 If an Employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the Employee was given notice of the day off, then the Employer shall allow the Employee to take the time off on an alternative day.

51.12 Subclauses 51.10 and 51.11 above shall not apply in relation to days off which are specified in an Employee's regular roster or pattern of ordinary hours. Subclause 51.9 shall apply in such circumstances.

## **52. Clearance of Public Holidays and Picnic Days**

Where an Employee is required to work on a proclaimed public holiday or picnic day, the Employee will have the option to be paid the monetary value for the day, foregoing accumulation for future clearance, or to accumulate the public holiday or picnic day for clearance with their accumulated leave for that year. If the public holiday or picnic day is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

## **PART VII - WAGES AND RELATED MATTERS**

### **53. Payment of Wages**

53.1 An Employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle shall be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week or work cycle.

53.2 All monies payable pursuant to this Award shall be paid by cheque or electronic transfer of funds into an account/s nominated by the Employee with a bank or other financial institution recognised by the Employer.

53.3 Hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

#### **54. Wage Increase**

54.1 The following wage increases will apply to Employees covered by this Award:

2.5% increase will apply from the first full pay period on or after 1 January 2019.

54.2 The wage increases contained in this Award are in substitution for any State Wage Case decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in rates of pay received by Employees.

#### **55. Salary Sacrifice for Superannuation**

55.1 Notwithstanding the wages prescribed in this Award, an Employee other than a temporary or casual Employee may elect, subject to the agreement of the Employer, to sacrifice a portion of the base wage payable under this Award to additional Employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause 'superannuable salary' means the Employee's wages as notified from time to time to the New South Wales public sector superannuation trustee corporations.

55.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:

55.2.1 Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

55.2.2 Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an Employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an Employee's wage, shall be calculated by reference to the wage which would have applied to the Employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

55.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:

55.3.1 Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional Employer contributions; or

55.3.2 Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as an Employer superannuation contributions.

55.4 Where an Employee elects to salary sacrifice, in accordance with subclause 55.1 or 55.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

55.5 Where the Employee is a member of a superannuation scheme established under:

the *Superannuation Act 1916*;

the *State Authorities Superannuation Act 1978*;

the *State Authorities Non-contributory Superannuation Act 1987*; or

the *First State Superannuation Act 1992*,

the Employer must ensure that the amount of any additional Employer superannuation contributions specified in subclause 55.1 is included in the Employee's superannuable salary, which is notified to the NSW public sector superannuation trustee corporations.

55.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee has entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 55.5, the Employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the Employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## **56. Wage Rates**

The rates of pay for the different classifications relevant to this Award, are set out in Schedule A of this Award.

## **57. Supported Wage Systems**

57.1 Workers eligible for a supported wage.

57.1.1 This clause defines the conditions, which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

- (a) Support wage system means the Commonwealth Government (or State equivalent) system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Processes" as amended from time to time.
- (b) Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) Assessment Instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

57.2 Eligibility Criteria

57.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

57.2.2 This clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of workers' compensation legislation, or any provision of this Award relating to the rehabilitation of Employees who are injured in the course of their current employment.

57.2.3 The Award does not apply to Employers in respect of their facility program undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under Part II of the said Act, or if a part only has received recognition, that part.

57.3 Supported Wage Rates

57.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work, which the person is performing according to the following schedule:

| Assessed Capacity | Percentage of Prescribed Rate of Pay |
|-------------------|--------------------------------------|
| 10%               | 10%                                  |
| 20%               | 20%                                  |
| 30%               | 30%                                  |
| 40%               | 40%                                  |
| 50%               | 50%                                  |
| 60%               | 60%                                  |
| 70%               | 70%                                  |
| 80%               | 80%                                  |
| 90%               | 90%                                  |

57.3.2 Provided that the minimum amount payable shall not be less than \$50.00 per week.

57.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

57.3.4 For the purpose of establishing the percentage of the Award rate to be paid to an Employee under this Award, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the Employer and a union party to the Award, in consultation with the Employee or if desired by any of these, or
- (b) the Employer and an accredited assessor from a panel agreed by the parties to the Award and the Employee.

57.4 Lodgement of assessment instrument

57.4.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the Employee, shall be lodged by the Employer with the Registry of the Industrial Relations Commission.

57.4.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award and not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registry within ten working days.

57.4.3 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

57.4.4 When an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award on a pro rata basis.

57.5 An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the enterprise to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## 57.6 Trial Period

57.6.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding three calendar months, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

57.6.2 During the trial the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

57.6.3 The minimum amount payable to the Employee during the trial period shall be no less than \$50.00 per week.

57.6.4 Work trials should include induction or training as appropriate to the job being trialled.

57.6.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 57.3.4.

## 58. Allowances

58.1 Employees shall be entitled to allowances as prescribed for in this Clause at the rates outlined in Table 2, Schedule A.

58.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Table 2, Schedule A. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

58.3 Electrician's Registration Allowance - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Table 2, Schedule A.

58.4 Electrician's Supervisor Registration Allowance - An electrician who is the holder of a New South Wales Electrician's Supervisor's licence shall be paid the allowance rate specified in Table 2, Schedule A.

58.5 Asbestos Allowance - An Employee required to work with materials containing asbestos or to work in close proximity to it shall be paid the allowance specified in Table 2, Schedule A.

58.6 Asbestos Eradication - This subclause shall apply to Employees engaged in the process of asbestos eradication in the performance of work within the scope of this Award. Asbestos eradication is defined as work on or about a building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos. Employees engaged in asbestos eradication shall receive the allowance rate as specified in Table 2, Schedule A. An Employee receiving an Asbestos Eradication Allowance will not be eligible for an Asbestos Allowance in addition to the Asbestos Eradication Allowance.

58.7 Height Money - Employees except riggers when working at a height of 17 metres or more shall be paid the allowance specified in Table 2, Schedule A.

58.8 Employees working overtime shall be entitled to a meal allowance, subject to the terms prescribed in this subclause, as prescribed in Table 2, Schedule A. The allowance shall be adjusted in accordance with the New South Wales Crown Employees (Skilled Trades) Award.

58.8.1 An Employee is entitled to the meal allowance on each occasion an Employee is entitled to a rest break in accordance with subclause 33.8, Crib time, except in the following circumstances:

- (a) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.

- (b) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.
- (c) if the Employee lives in the same locality as the work location and could reasonably return home for meals.

58.8.2 If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

58.9 Fibreglass Allowance - An Employee required to grind, drill, file or saw processed fibreglass shall be paid the allowance specified in Table 2, Schedule A. All Body Builders will receive the allowance for time worked.

58.10 First Aid Allowance - An Employee, who has been trained to render first aid and who is the current holder of an appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance as set out in Table 2, Schedule A if they are appointed by the Employer to perform first aid duty.

58.11 Private Motor Vehicle Allowance - An Employee required to use their own motor vehicle for the Employer's business, or who by agreement with the employer uses their own motor vehicle, shall be paid an allowance for kilometres travelled as specified in Table 2, Schedule A.

58.12 Industry Allowance - An Industry Allowance, as set out in Table 2, Schedule A shall be payable to an Employee complying with the Dispute Settlement Procedure as set out per this Award. In the event that such dispute procedure is not complied with, the Industry Allowance may not be payable.

58.13 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowance specified in Table 2, Schedule A, provided that this allowance shall not be payable to an Employee who is provided by the Employer with suitable protective clothing and/or footwear and provided further that any Employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as they are required to work in wet clothing or boots. This clause shall not apply to Employees whose ordinary work is in association with water.

58.14 Travelling and working away from usual place of work

58.14.1 Any Employee who is required to travel in order to undertake duty at another place more than 4.8 kilometres from their home Depot and further from their home than their home Depot shall be credited with full time at single rate for the difference between the time at which it would be necessary for them to leave their place of residence for the temporary location and the time they would leave for their home Depot to work a shift commencing at the same time and also for the difference between the time at which they can at the earliest arrive at their place of residence on the conclusion of their shift and the time they would arrive there as if they has worked a similar shift at their home Depot.

58.14.2 Any Employee who is required to travel in order to undertake duty at another place within 4.8 kilometres of their home Depot shall not be credited with any time for the time occupied in travelling unless they are obliged to report first at their home Depot at which case they shall be credited with full time at the appropriate rate for the time occupied in travelling from their home Depot to the place of duty.

58.14.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.14.1 and 58.14.2 hereof) shall be paid for up to a maximum of 12 hours out of every 24. The said 24 hours shall count from time travel first commenced on a particular day.

58.14.4 Any Employee who is temporarily transferred from their home Depot to another place of employment because of strike conditions or slackness or traffic shall not be credited with any travelling time.

- 58.14.5 An Employee who acts in a higher grade for more than two hours of any shift and incurs travelling time to work that shift shall be paid for such travelling time at the same rate as is paid to him for the time worked.
- 58.14.6 For the purpose of this clause home Depot shall mean the Depot at which an Employee is attached or place at which the Employee is ordinarily required to commence and finish work.
- 58.15 Living away from home
- 58.15.1 An Employee engaged in work which does not permit return to their home station daily shall, unless temporarily transferred, be reimbursed expenses at the rates prescribed in Table 2, Schedule A.
- 58.15.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.15.3 Where an Employee is transferred temporarily, other than at own request or by way of punishment, from home station to a place which does not permit the Employee to live at their regular address, shall be paid an allowance prescribed in Table 2, Schedule A whilst remaining in temporary transfer.
- 58.15.4 In cases of journeys where an Employee returns home or to the home station on the same day, shall be paid a meal allowance (i.e. Breakfast, lunch or dinner allowance) prescribed in Table 2, Schedule A for meals during such journeys, provided that no payments shall be made except where an Employee proceeds to a place more than 32 kilometres distant from the home station in Sydney, or as part of regular duty at the usual place of work. The mileage herein mentioned shall be occupied by the ordinary means of travel.

## **PART VIII - TRAINING**

### **59. Training**

- 59.1 The parties acknowledge that successful implementation of this Award relies upon relevant Employee training. State Transit for its part is committed to the provision of training necessary to enable its Employees to be able to take maximum advantage of existing career paths and for them to be able to learn new skills to take on additional activities and responsibilities.
- 59.2 Training associated with the current classification or progression to the next classification level within the career path is to be performed during ordinary hours, with the swapping of shifts to apply where shift work is involved. Where the approved training is not available during ordinary hours, and Employees attend off duty training outside their ordinary hours, Employees are to receive the equivalent time off in lieu, at a time, which will not affect service requirements.
- 59.3 Where Employees are interested in gaining qualifications not directly related to their classification and those qualifications will be beneficial to both the Employee and State Transit, the associated training is to be in accordance with State Transit's Policy on Study Assistance.
- 59.4 A list is to be kept of each classification together with the necessary training and qualifications required to be considered for the position. Classifications are to include those not covered by this Award but form part of the immediate career path for Employees covered by this Award.
- 59.5 A number of courses may include sections that lend themselves to distance learning techniques. Courses determined suitable for distance learning may be undertaken from time to time.
- 59.6 An out of hour's payment at single rates of pay will be paid upon successful completion of distance learning courses. The number of hours required for each course will be determined before any course commences.

- 59.7 The parties are committed within the training process to the implementation of competencies as designated by the Department of Education, Science and Training (or relevant department).
- 59.8 The Employer shall not unreasonably withhold paid Training Leave. This shall not prevent the Employer and Employee(s) agreeing to paid leave for other relevant training.

#### **60. Training Costs**

- 60.1 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- 60.2 Travel costs incurred by an Employee undertaking training in accordance with this Award which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

#### **61. Learning and Development Committee**

- 61.1 A Learning and Development Committee operates in accordance with this Award. The Committee will not have decision making powers, however, it will participate in an advisory role in the establishment of relative and effective training programs required by Employees covered by this Award.
- 61.2 The objectives of the Learning and Development Committee are:
- 61.2.1 To enable Employee involvement in the training processes.
- 61.2.2 The Learning and Development Committee shall aim to contribute to the development of a highly skilled workforce with a range of skills appropriate to the industry.
- 61.3 The Learning and Development Committee shall be comprised of two Service Managers, a learning and development representative; an engineering repair tradesperson from each stream, and an Engineering Repair Assistant representative.
- 61.4 Relevant non-committee members may be invited to attend and address the Committee. This may include but is not limited to Authority representatives and Unions party to this Award.
- 61.5 The committee will be chaired by a nominated manager.
- 61.6 The Employee representatives shall be elected every 12 months in a ballot monitored by the unions respondent to this Award.
- 61.7 The Learning and Development Committee shall meet quarterly or as determined by the committee with minutes distributed to committee members following the meeting.
- 61.8 The Learning and Development Committee will participate in:
- (a) formulating a training program including available training courses and career opportunities.
  - (b) recommending individual Employees for training and reclassification.
  - (c) reviewing assessment and criteria to be applied for new and existing staff.
  - (d) advising management and Employees regarding the ongoing effectiveness of the training.

#### **62. Training for Relief Leading Hands**

- 62.1 Nominated Relief Leading Hands will have access to on the job training in accordance with State Transit's Procedure for Higher Duties.



- 62.2 Competency based assessment mechanisms shall be developed for each engineering wages classification.
- 62.3 Where applicable, training provided to Employees covered by the Award shall be recognised, accredited and certified to allow completion of the whole task/function (e.g. Gas Bus Certification).

## **PART IX - COMMUNICATION/CONSULTATION**

### **63. Consultative Mechanism and Procedure**

The Employer shall permit a notice board to be erected in the Depot or premises, or each part of a Depot or premises, to facilitate communication between Employees and/or their union representatives.

### **64. Communications and Consultation**

- 64.1 Consultation provides participation by the Employer, Employees and their representatives, including Unions party to this Award, in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 64.2 Consultation is aimed at getting Employees and their representatives, including Unions party to this Award, to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point or view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 64.3 Pursuant to clause 65 the parties agree to consult over the life of the Award regarding the implementation of initiatives deriving from the Productivity Committee.
- 64.4 Issues or matters in dispute should be dealt with through the Dispute Settlement Procedure of this Award.

### **65. Consultative Committee**

- 65.1 A consultative committee shall be established at each garage.
- 65.2 Functions of the Consultative Committees:
- 65.2.1 The Consultative Committee shall operate as a mechanism resulting in democratic Employee involvement for maximising flexibility of the workforce and for ensuring that working patterns and arrangements enhance flexibility and the efficiency of that workplace.
- 65.2.2 The Consultative Committee shall endeavour to promote harmonious Employee relations.
- 65.2.3 The Consultative Committee shall endeavour to create an effective system of communication between the Employer and Employees. Minutes of all consultative committee meetings shall be available to all Employees at that location. Reasonable time shall be allowed in conjunction with local management to enable Employees to be informed of the committee's activities.
- 65.3 Composition of Consultative Committee
- 65.3.1 The Consultative Committee shall be comprised of six permanent members of which:
- (a) two will be representatives of management, at least one shall be of senior management level; and
  - (b) four Employee representatives who will be elected every twelve months (one Engineering Repair Tradesperson from each stream, and one Engineering Repair Assistant).

#### 65.4 Meetings

65.4.1 The consultative committee shall meet as required but not less than monthly.

65.4.2 Prior to each meeting each committee member shall by agreement with local management be allowed reasonable time to prepare for meetings.

65.4.3 Committee members may co-opt others to represent them at meetings when required.

65.4.4 The Consultative Committee may invite other personnel and union party to this Award to attend meetings.

#### 65.5 Consultative Procedures

65.5.1 The Consultative Committee will consider the implication of proposed measures to change arrangements.

65.5.2 A peak body consisting of senior management of the Division and full time union officials or their nominees will meet quarterly, (or more frequently as agreed by the parties where issues of major significance need to be discussed), to monitor and review developments and progress towards achieving the aims contained in this Award. It will be the responsibility of each consultative committee to furnish relevant reports to the peak body immediately following discussions at a local level.

65.5.3 The Employer will facilitate the process by providing timely and relevant information to ensure that the consultative committees are in a position to monitor their progress towards achieving joint aims under this Award.

65.5.4 Accordingly, at these meetings operating statistics, customer service, the Division's profile, staff development, financial performance indicators established under this Award will form fixed agenda items to ensure such indicators for each of the Employer's Depots are under constant review by the committee.

65.6 Training - Committee members may attend an approved training course relevant to their role as committee members.

### **66. Productivity Committee**

66.1 A Productivity Committee will oversee the achievement of the objectives of this Award.

66.2 The Productivity Committee will work within a set terms of reference. The terms of reference must be approved by the Employer.

66.3 The terms of reference must include:

66.3.1 Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.

66.3.2 Genuine time frames for targets to be achieved.

66.3.3 Periodic reviews of progress and major reviews.

66.3.4 Mechanisms to review and implement new initiatives.

66.3.5 Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.

66.3.6 An internal disputes settlement mechanism.

- 66.4 The Productivity Committee will consist of representatives of the Employer, Combined Unions (who are a party to this Award) and a standing invitation to Union New South Wales.

### **67. Introduction of Change**

- 67.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and their Unions.
- 67.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skill required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of Employees to other work locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### **68. Delegates**

- 68.1 For the purposes of:
- 68.1.1 ensuring compliance by the Parties with the terms of this Award; and
  - 68.1.2 facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives, an Employee elected or nominated as a delegate by the Employees in the section and/or location in which they are employed, shall, upon notification to local management, be recognised as the accredited representative of the union to which they belong.
- 68.2 An accredited delegate shall be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting Employees whom they represent, or accredited officials of the union to which the delegate belongs.
- 68.3 Subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs.
- 68.4 Delegate Training:
- Subject to all other qualifications in this clause, the Employer may grant an elected delegate Leave with pay to attend union courses which are approved by the Employer and which are designed to promote good industrial relations within the Division. Such leave will be granted in accordance with existing policy. Provided that should such leave be granted, it shall be conditional upon the Employer being able to make adequate staffing arrangements amongst current Employees. The Employer will not be required to pay for any expenses (such as travel, accommodation and meals) associated with or incurred by the delegate attending the course.
- 68.5 Amenities:
- The Employer will provide facilities that may be reasonably required for the delegate to properly represent their members, such as a telephone, desk and filing cabinet. There will be paid quarterly delegates meetings. A maximum of two delegates from large locations and one delegate from small locations with less than 100 buses can attend quarterly delegates meetings. This is exclusive of office holders of combined maintenance unions.

### **69. Right of Entry of Union Officials**

- 69.1 For the purposes of:
- 69.1.1 Ensuring compliance by the Parties with the terms of this Award; and

69.1.2 Facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award and their representatives:

- (a) any appointed or elected officer of a union party to this Award, will have access to the duly elected or appointed union representative and/or their member/s, on the site during normal working hours, for the purposes of holding discussion, providing those discussions are about matters that pertain to the employment relationship between the Employer and the Employees; and
- (b) such visits shall be notified by the officer prior to actually going on to the site and such visits will be made in the presence of an authorised officer of the Employer and comply with all safety requirements and directions while on site. Where necessary, Union Officials will undergo a site induction.

69.2 Any appointed or elected officer of a union party to this Award shall have power to inspect any part of the work where it is suspected or believed a breach of this Award is occurring or has occurred.

69.3 The Employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of this Award. Such investigations shall include access to the wages books or time sheets. The Officer shall minimise interruptions to the work processes.

## **PART X - GENERAL**

### **70. Drugs and Alcohol**

70.1 The parties, being committed to the highest standards of safety in the operation of the Public Transport System, are specifically committed to ensuring that staff do not work while their effective functioning is impaired.

70.2 The parties recognise the importance of, and accept the need for, monitoring and detection of impairment by alcohol and drugs.

### **71. Renegotiation**

It is agreed between the parties to commence negotiation of the next industrial instrument no later than six (6) months prior to the expiry of this Award.

### **72. Dispute Settlement Procedure**

72.1 When the parties to this Award are in dispute over any issue that directly affects the interest of any of the parties, the dispute will be dealt with in accordance with this clause.

72.2 Step 1

In the first instance, any claim, dispute or matter (the Dispute) which is local in nature, and which will not impact on other locations, will be settled at the workplace between the Employee and or their representative or Union and the local Manager (that is, the Employee's immediate Manager). Where practical, a genuine attempt to resolve the Dispute should be made within 24 hours of the dispute being raised.

72.3 Step 2

If the Dispute cannot be resolved as provided for in Step 1 the Employee and or their representative or local delegate is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the Dispute with the Employee and or their representative, and local union delegate as soon as practicable.

#### 72.4 Step 3

If the Dispute is not resolved as provided for in Step 2 (or if the subject matter of the Dispute is not local in nature), the Dispute should be referred to the appropriate General Manager, and may also be referred by the Employee or their representative or local union delegate to a Union Official, who must attempt to resolve the dispute.

#### 72.5 Disputes, which are not Local in Nature

Where a dispute is not local in nature, involves the interpretation of a Policy of the Employer or an industrial instrument, the parties to the Dispute may agree to bypass Steps 1 through 3 and instead refer the matter directly to the Manager, Employee Relations for resolution, in conjunction with the relevant Manager/s or General Manager/s.

#### 72.6 Step 4

If, following action under Steps 1 through 3 (Disputes Not Local in Nature subclause) a dispute remains unresolved, the Employee, their representative or a Union, or the Manager Employee Relations, may refer the matter to the General Manger, Human Resources (or, at the discretion of the General Manger, Human Resources, the Chief Executive) for a further attempt at resolution between the parties.

#### 72.7 Step 5

If, following action under Steps 1 to 4, the Dispute remains unresolved, a party to the Dispute may refer the Dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the Dispute.

#### 72.8 Step 6 - Referral to the IRC

If, following action under Steps 1 to 5, the dispute remains unresolved, any party to the Dispute may refer the dispute to the Industrial Relations Commission for conciliation and if necessary, arbitration.

72.9 The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the Employee or Union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.

72.10 Any Dispute that is still unresolved after having been progressed in accordance with the steps in this clause and is not further referred to by State Transit, the Employee, or a union party to this Award for a period of twenty-eight working days after the last step, it will be deemed to be no longer a matter in dispute.

72.11 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.

72.12 While a Dispute is being dealt with under one of the preceding paragraphs in this subclause work must continue without disruption and work practices, which existed prior to the Dispute, shall apply, except where they involve the application of provisions of this Award.

72.13 The parties acknowledge that, where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

### 73. No Extra Claims

- 73.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 73.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 73.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 or its successor are not prohibited by this clause.

## PART B

### SCHEDULE A - WAGES AND ALLOWANCES TABLES

Table 1 - Wages

Weekly Rates for Engineering Leading Hand (L/H)

| Classification | 1 January 2019 |
|----------------|----------------|
|                | 2.5%           |
| L/H Step 1     | 1416.50        |
| L/H Step 2     | 1457.10        |
| L/H Step 3     | 1498.10        |

Weekly Rates for Engineering Repair Tradesperson (ERT)

| Classification | 1 January 2019 |
|----------------|----------------|
|                | 2.5%           |
| ERT Level 4    | 1339.30        |
| ERT Level 3    | 1272.90        |
| ERT Level 2    | 1210.70        |
| ERT Level 1    | 1152.30        |

Weekly Rates for Storeperson

| Classification      | 1 January 2019 |
|---------------------|----------------|
|                     | 2.5%           |
| Storeperson Level 2 | 1135.80        |
| Storeperson Level 1 | 1065.80        |

Weekly Rates for Engineering Repair Assistants (ERA)

| Classification | 1 January 2019 |
|----------------|----------------|
|                | 2.5%           |
| ERA Level 4    | 1065.80        |
| ERA Level 3    | 1008.00        |
| ERA Level 2    | 979.40         |
| ERA Level 1    | 922.00         |

Weekly Rates for Apprentices

| Classification | 1 January 2019 |
|----------------|----------------|
| Apprentice     | 2.5%           |
| 4th Year (88%) | 1014.00        |
| 3rd Year (75%) | 864.30         |
| 2nd Year (60%) | 691.40         |
| 1st Year (50%) | 576.20         |

plus the relevant proportionate Industry Allowance.

**Table 2 - Allowances**

| Allowances  | 1 January 2019  |
|---|---|
|   | 2.5%  |
| Wet Work  | \$0.69  |
| Confined Spaces   | \$0.86  |
| Height Money  | \$0.44  |
| Asbestos  | \$0.90  |
| Fibreglass  | \$0.33  |
| Supervisor Certificate - Electrician  | \$46.08   |
| Registration Certificate - Electrician  | \$25.01   |
| Private Motor Vehicle   | Rate will be as prescribed by Premier's Circular:<br><br>Official business<br>When an Employee is required to use their own vehicle for official business.<br><br>The rate from 1 July 2015 for official business use is 66 cents per kilometre.<br><br>Casual Rates<br>Where an Employee uses their own vehicle with the prior consent of the Employer, in lieu of an STA funded resource e.g. public transport, taxi voucher or vehicle, the Employee shall be paid 40% of the official business rate prescribed above.<br><br>From 1 July 2015, the casual rate is 26.4 cents per kilometre. |
| Asbestos Eradication  | \$2.68  |
| First Aid   | \$3.49  |
| Industry Allowance (non-Apprenticed full time adult employees)  | \$52.20   |
| Living Away From Home Allowance/M Meal Allowance for One Day Journeys where refreshments and accommodation are not provided   | Allowances prescribed by Premier's Circular shall be payable with respect to overnight travel allowance.,<br>(From 1 July 2017 the rate for Sydney is \$313.70 and Newcastle \$293.70 and meal allowances for one day journeys which from 1 July 2017 range from \$27.05 to \$51.85)  |
| The overtime meal allowance is currently \$14.90 for the first meal and \$12.80 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award. |   |

P. M. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

**THE CITY OF SYDNEY WAGES/SALARY AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales.

(Case No. 2018/166690)

Before Chief Commissioner Kite

7 June 2018

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EMPLOYMENT**

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SECTION ONE - COMMON CONDITIONS OF  
EMPLOYMENT

PART ONE - PRELIMINARY MATTERS

## **1. Title**

1.1 This Award will be referred to as The City of Sydney Wages/Salary Award 2017.

## **2. New Wages Classification Structure**

Leave is reserved for Council to make an application to the Industrial Relations Commission of NSW to include a new classification structure for Wages employees to replace that found in Appendix 1 - Rates of Pay - Wages Division.

## **3. Application, Area, Incidence, Operation and Duration of the Award**

3.1 This Award is binding on the Council of the City of Sydney, and the following industrial organisations:

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the "United Services Union");

The Local Government Engineers' Association of New South Wales; and

The Development and Environmental Professionals' Association.

3.2 The Award is binding on all employees of the Council of the City of Sydney except those employed under the following awards:

South Sydney City Council Wages Staff Award 2014, as amended or replaced; and

South Sydney City Council Salaried Officers Award 2014, as amended or replaced.

3.3 The Award does not apply to senior staff as defined in section 332 of the *Local Government Act 1993* (NSW) whose employment is covered by the standard contracts referred to in section 338 of the *Local Government Act 1993* (NSW).

3.4 This Award rescinds and replaces the provisions of the City of Sydney Wages/Salary Award 2014.

3.5 Operation and Duration of Award

This Award will take effect on and from the Commencement Date and shall remain in force for a period of three (3) years.

## **4. Definitions**

**AFTERNOON SHIFT** - means ordinary daily working hours which finish after 8:00pm and at or before midnight, Monday to Friday inclusive (excluding public holidays) or for those in the Libraries Division, ordinary daily hours which finish after 9pm and at or before midnight, Monday to Friday inclusive.

**Commencement Date** - means 9 June 2018 being the date the parties agree this Award will take effect (noting the date the Award is made by the Industrial Relations Commission of NSW may be different).

**COUNCIL** - means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised by the Chief Executive Officer to act on Council's behalf.

**DISMISSAL** - means termination of the services of an employee for reasons of serious misconduct or breach of discipline.

**MEDICAL RETIREMENT** - means termination of service with the Council on account of a medical condition as referred to in Part 2, clause 5.11 and Part 4, clause 21.9.

**MORNING SHIFT** - means ordinary daily working hours which commence after 4:00am and before or at 5:30am, Monday to Friday inclusive (excluding public holidays), with the exception of those in Refuse Collection (but not Street Sweeping) where Morning Shift means ordinary daily working hours which commence after 4.00am and before 5.30am.

**NIGHT SHIFT** - means ordinary daily working hours which finish after midnight or commence after midnight but before 4:00am Monday to Friday inclusive (excluding public holidays).

**ORDINARY RATE OF PAY** - means remuneration for the employee's normal weekly number of hours of work calculated at the employee's rate of pay in the classification rates of pay detailed in Appendix 1. Ordinary Rate of Pay shall include, but not be limited to the following allowance where it is regularly received:

Tool Allowance

**PERMANENT SHIFTS** means ordinary daily working hours which are all permanently rostered as either:

- (a) Morning Shifts, or
- (b) Afternoon Shifts, or
- (c) Night Shifts, or
- (d) a Saturday and/or Sunday shift each week.

**PUBLIC HOLIDAY SHIFT** - means the ordinary daily working hours of a shift where the major portion falls on a public holiday.

**RESIGNATION** - means voluntary termination of employment by the employee in accordance with this Award.

**ROTATING SHIFT** - means a roster in which an employee's ordinary daily working hours are rostered on at least 5 of the following shifts in every 4 weeks:

- (a) Morning Shifts, or
- (b) Afternoon Shifts, or
- (c) Nights Shifts.

or:

- (d) Where at least two Saturdays and/or Sundays in every four weeks are rostered.

**ROTATING SHIFT WORKER** - means an employee who works Rotating Shifts.

**SATURDAY SHIFT**- means ordinary daily working hours the major portion of which fall between midnight Friday and midnight Saturday.

**SHIFT WORK** - means ordinary hours of work performed on Permanent Shifts or Rotating Shifts.

**SHIFT WORKER** - means an employee who works Permanent Shifts, Rotating Shifts or is a transferred shift worker in accordance with clause 6.4.9. An employee who performs their ordinary hours of work in the ordinary spread of hours and days specified in clause 6.3 is not a Shift Worker for the purposes of this Award.

**SUBSTANTIVE RATE** - means the rate of pay to which an employee is appointed to the service of the Council of the City of Sydney.

**SUNDAY SHIFT** - means ordinary daily working hours the major portion of which fall between midnight Saturday and midnight Sunday.

UNION - means an Industrial Organisation of employees which is party to this Award and which covers the particular employee/s concerned in the service of the Council of the City of Sydney.

NOTE: All other issues are defined as they are drafted in the relevant clauses of this Award.

## **PART TWO - EMPLOYMENT ARRANGEMENTS**

### **5. Terms of Employment**

Employment will be on either a full-time, part-time, temporary or casual basis.

#### **5.1 Full-time Employment**

A full-time employee is permanently employed in accordance with the working hour arrangements specified in this clause and in the Wages Division Section 2 - clause 37 or the Salaried Division Section 3 - clause 45.

#### **5.2 Part-Time Employment**

5.2.1 A part-time employee is permanently employed on a regular number of hours which are less than the full-time ordinary hours.

5.2.2 Prior to commencing part-time work the employer and employee must agree:

- (a) that the employee will work part-time; and
- (b) hours, days and start/finishing times; and
- (c) the nature of the work to be performed.

5.2.3 A part-time employee may by agreement, work more than their agreed regular number of hours at their ordinary hourly rate either on their agreed ordinary days, or on a day they are not rostered to work, provided that the total number of hours does not exceed the ordinary weekly number of hours for the position in accordance with clause 6.1.

5.2.4 Overtime will apply;

- (a) where a part-time employee is directed to work hours in excess of the hours agreed under clause 5.2.2 or as varied under clause 5.2.3, such hours will be overtime and paid for at the applicable overtime rate; or
- (b) (b) Where the total hours for the week exceeds the ordinary hours for the position in accordance with clause 6.1. Any hours paid at overtime rates will not count towards the ordinary weekly hours specified in clause 6.1.

5.2.5 Part-time working agreements may be varied in consultation with the employee, and will be stated in writing with the original retained by Council and a copy provided to the employee.

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

5.2.7 A part-time employee will be paid for public holiday(s) falling on a day(s) which they would normally have been required to work, and will be paid for the hours normally worked on that day.

### 5.3 Temporary Employment

If a position is vacant or the holder of the position is sick or absent, Council may appoint a person to the position temporarily. Temporary appointments will not continue for more than 12 months in accordance with the *Local Government Act 1993* (NSW).

### 5.4 Term Contracts

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

- (a) for the life of a specific task or project that has a definable work activity;
- (b) to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding; or
- (c) to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position;
- (d) to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement;
- (e) to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution;
- (f) to trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area;
- (g) to perform the duties associated with a vacant position during the intervening period between when the Council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
- (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
- (i) to perform seasonal work.

### 5.5 Casual Employment

Council may engage employees on a casual basis, see Section Four for further details.

### 5.6 Transfer of Employees

5.6.1 All employees covered by this Award may be employed in any part or location of Council's organisation as may exist from time to time to meet operational and customer service needs.

#### 5.6.2 Workplace Flexibility

- (a) The parties to this Award agree that to provide an efficient and effective level of service, staffing arrangements must continually address service demands and employees must be flexible to the City's requests to perform additional or other duties as necessary.
- (b) To meet service demands, from time to time, the City may require employees to transfer between divisions/positions within the same salary band or level.

- (c) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.
- (d) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the City if they believe they are unable or unqualified to meet a position's job requirements.
- (e) Subject to the provisions of clauses 5.9.3, 5.10.4 and 12.10, transferring employees, for the purposes of this clause will receive their existing rate of pay (i.e. the employee's take home pay will not be reduced).
- (f) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (g) Where prior written approval is given, the City will bear the costs associated with any training which the employee is requested or required to undertake.

### 5.6.3 Promotion

- (a) Movement from position to position will be subject to vacancies and will be on the basis of merit by means of competitive selection process as detailed in Council's Recruitment and Selection Policy.
- (b) The filling of all advertised vacancies, whether by internal or external appointment, will be on the basis of merit.

### 5.7 Probation

The probationary period will allow Council to ascertain whether the appointee's work performance meets the standards required. The period of probation applies to initial appointments with the Council and will be up to 6 months.

### 5.8 Employee notice of Termination

5.8.1 Unless otherwise provided, an employee will give to the Council the following notice of their intention to terminate their employment:

- (a) An employee in Salaried Bands 1 to 6 or in the Wages Classification of the Award shall give to council 2 weeks' notice of their intention to terminate their employment.
- (b) An employee in Salaried Bands 7 to 10 of the Award shall give to Council 4 weeks of notice of their intention to terminate their employment.

5.8.2 The council and an employee may agree to a shorter period of notice for the purpose of this clause.

### 5.9 Employer Notice of Termination

5.9.1 Unless otherwise provided, the Council shall give to an employee a period of notice of termination in accordance with the following scale or payment in lieu thereof:

- (a) For employees in Salaried Bands 1 to 6 or in the Wages Classification of the Award the amounts set out in the following table.

| 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 |

(b) For employees in Salaried Bands 7 to 10 of the Award - 4 weeks' notice.

5.9.2 The Council and an employee may agree to a shorter period of notice for the purpose of this clause.

5.9.3 In cases of serious misconduct, the council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, Clause 5.8.1 shall not apply.

## 5.10 Discipline

5.10.1 Where an employee's work performance or conduct is considered unsatisfactory and/or unacceptable to Council, discipline procedures will be promptly implemented. Council's Discipline Policy and Procedures will be followed in all such cases.

5.10.2 In summary, Council's Discipline Policy and Procedures provides for a step by step formal warning system. This system will provide all parties with the opportunity to:

- (a) Identify and discuss problems;
- (b) Respond to allegations with the support and assistance of their Union;
- (c) Rectify the problem; and
- (d) Provide warnings on a verbal and/or written basis as required.

### 5.10.3 Suspension of an Employee

- (a) At any stage during this procedure Council may immediately suspend an employee without pay for a period not exceeding 1 ordinary working week.
- (b) Suspension from duty does not affect continuity of service for the purposes of accruing leave entitlements.
- (c) If, after investigation, the reasons for suspension are found to be inappropriate, the employee will not suffer any loss of pay for the period of suspension.

5.10.4 At any time during this procedure Council will be entitled to regress the employee to a lower salary rate and/or demote the said employee to a lower paid position.

5.10.5 Nothing in this clause prevents Council from terminating an employee's service in accordance with clause 5.8 Employer Notice of Termination and Dismissal of this Award.

5.10.6 Council or the employee may request the presence of a Union representative at any stage in the above procedures.

5.10.7 This procedure shall not affect either party's right to institute the Dispute Settlement Procedures set out in Clause 30 of this Award, or to notify the Industrial Registrar as to the existence of an industrial dispute.

5.10.8 Employees may have access to their personal files, and may take notes and/or obtain copies of the contents of the file.

5.10.9 In the event that an employee is of the opinion that any disciplinary or other record contained on their personal file is incorrect, out of date, incomplete or misleading, the employee may make application to the Chief Executive Officer for the deletion or appropriate amendment of such record.

5.10.10 These provisions do not affect the rights of the Council to take other disciplinary action before and/or during the above procedures in cases of misconduct or where the employee's performance warrants such action.

#### 5.11 Payment of Employees

5.11.1 For further information see Wages Division Section 2 - clause 38.3 or Salaried Division Section 3 - clause 44.3.

##### 5.11.2 Account Maintenance

- (a) All net pays will be deposited into the employee nominated account at an Australian financial institution.
- (b) Council reserves the right to limit the definition and number(s) of financial institutions which can be nominated.
- (c) Employees must supply full and complete details of the nominated account to the Council prior to the Wednesday before the next payday.
- (d) Time off during normal working hours will not be required by employees, or authorised by Council for the purpose of obtaining cash or otherwise attending to the accounts at the nominated financial institution.

##### 5.11.3 Averaging Pay System

- (a) In accordance with clause 6 (Hours of Work) of this Award and other related clauses, the following provisions shall apply notwithstanding any other provisions of this Award. See Appendix 5 for table of 9-day fortnight and 19 day month pay systems.
- (b) The objective of the averaging pay system is to pay the employee the same average pay for the same average hours worked per pay period. See clause 6 (Hours of Work) for further reference.
- (c) The extra hours the employee works in excess of the standard working hours shall be accrued as a "credit". This "credit" shall be accumulated as offsets against payments in the period of their pay cycle.
- (d) The "credit" will continue to accrue where an employee is absent from work on any approved paid leave.
- (e) The credit will not continue to accrue where an employee is absent from work due to any type of unpaid leave.
- (f) In the case of an employee whose employment terminates on a day other than the last day of a work cycle and who has been paid under an averaging system of payment, the net amount of any wages due to or owing by such employee shall be calculated by bringing into account any debits and any credits in respect of such employee during the work cycle in which the termination of employment occurs.



#### 5.11.4 Payroll Deductions

- (a) Council may make payroll deductions as authorised in writing by the employee, or in accordance with any court, legislative, Australian Tax Office or other valid order imposing a legal obligation on Council to comply.
- (b) Council recognises that payroll deductions of union dues, in normal circumstances will not be considered for removal. If the Council considers that exceptional circumstances exist that would warrant a change to this policy, the Council will firstly notify the Industrial Relations Commission (IRC) and the affected Union of any future intention to remove payroll deductions and would maintain the status quo until such time as the IRC has considered the issues in dispute.

#### 5.12 Medical Retirement

Following examinations by two medical practitioners, one of whom may be nominated by the employee, Council may be satisfied that the employee is permanently medically unfit by reason of illness or injury to continue in employment. In such cases the Council may retire the employee from service. If the Employee and Council agree on the opinion of one medical practitioner, the Council is not obliged to refer the employee to a further medical practitioner.

#### 5.13 Uniforms and Clothing

- (a) Where Council requires an employee to wear a uniform during the course of employment, the Council shall pay the cost of such a uniform.
- (b) In any case where an employee is engaged in any employment, the conduct of which, in the opinion of Council, is likely to cause abnormal wear or damage to the employee's personal clothing, the Council shall provide and pay the cost of protective clothing. The style, nature, quality and quantity of such clothing shall be determined by the Council.
- (c) Where Council has provided an employee with safety or protective clothing, including safety footwear, equipment or other articles, irrespective of whether or not such clothing, equipment or other articles were issued under the provisions of this clause, the employee shall wear or use them in such a way as to achieve the purpose for which they were supplied, which requirement shall be a condition of employment. In addition the employee shall replace or pay for any such clothing, equipment or other articles which, in the opinion of the Chief Executive Officer, are lost or damaged through the employee's misuse or negligence.
- (d) All employees will comply with safety regulations and wear all safety equipment or clothing issued by Council at all times and in accordance with the approved and stated policy of the Council's Work Health and Safety Committee.
- (e) Where an employee does not comply with the provisions of this clause, the non-compliance will be dealt with as follows:

The employee concerned will not be permitted to commence work, and will be sent home to collect the clothing. No pay will be provided for the period the employee is not at work.

If an employee persistently breaches the provisions of this clause, the employee will be subject to the disciplinary action in accordance with the relevant provisions of the Council's disciplinary policy.

### **6. Hours of Work**

Note: For particular application of this clause see Wages Division Section 2 - clause 37 or Salaried Division Section 3 - clause 45.

- 6.1 Hours of work will be determined mutually between the parties under the following arrangements:
- 6.1.1 38 hours per week Monday to Friday inclusive - 152 hours over a 4 week period; or
  - 6.1.2 36.25 hours per week Monday to Friday inclusive.
- 6.2 The above working hours options may be utilised in accordance with the following options as they apply to particular classifications.
- 6.2.1 Flexible Working Arrangements (Salaried Division only see Section 3 - clause 45.1)
  - 6.2.2 19 Day Month (See Appendix 5 for further information)
    - (a) An average of 38 hours per week on the basis of 152 hours within a work cycle not exceeding 28 consecutive days, or on the basis of 19 working days on week days of eight hours each continuously, except for meal breaks, or as otherwise agreed between the parties; or
    - (b) An average of 36.25 hours on the basis of 145 hours within a work cycle not exceeding 28 consecutive days, or on the basis of 19 working days on week days of 7.63 hours each continuously, except for meal breaks, or as otherwise agreed between the parties.
  - 6.2.3 9 Day Fortnight - Notwithstanding anything else provided in this Award, the Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for the adoption of a 9 day fortnight for work groups or teams to operate in accordance with the City's policies and guidelines. These policies and guidelines are developed at the sole discretion of the City and are subject to change from time to time. The policies and guidelines are not incorporated into this award. A proposal put forward by the Secretary of the Union will be considered by the CEO.
  - 6.2.4 A 9 day fortnight means working 9 days in each calendar period of 14 days with daily hours agreed by the parties, provided that not more than 72.5 hours or 76 hours (whichever applies in accordance with clause 6.1) is worked in the 14 day period. The time worked during the period is ordinary hours of duty for the employees concerned.
- 6.3 Spread of Hours
- 6.3.1 The ordinary spread of hours will be from 6.00 am to 8.00 pm Monday to Friday inclusive, exceptions to this are listed below. Note that the ordinary spread of hours can only be varied by agreement between the parties.
  - 6.3.2 The exceptions are as follows:
    - (a) Refuse Collection; not Street Sweeping, between 5.30 am and 8.00 pm
    - (b) Library Division; between 6.00 am and 9.00 pm
- 6.4 An employee may request to work ordinary hours outside the spread of hours detailed in Clause 6.3 for their role at the time of the request, in lieu of the ordinary hours the employee would otherwise be required to work.
- 6.4.1 An employee's request must be in writing and must specify a period within which the arrangement is to operate.
  - 6.4.2 The Council will consider the request in accordance with the Council's Flexible Working Arrangement Policy or guidelines as amended from time to time.
  - 6.4.3 If the Council agrees to the request, the agreement must be confined to the role the employee is working in at the time the request is made. Any such agreement shall not apply to new or vacant positions.

6.4.4 Where an employee requests to work ordinary hours outside the relevant spread of hours the Council shall not be required to pay a shift penalty for the ordinary hours worked.

6.4.5 Once the term of an agreement expires, the parties are not prevented from entering into another agreement, subject to satisfying the conditions in this clause and the Council's Flexible Working Arrangement Policy as amended from time to time.

## 6.5 Shift Work and Penalty Rates

6.5.1 The ordinary daily working hours of a Shift Worker shall not exceed 76 hours per fortnight to be worked as rostered, Monday to Sunday inclusive, provided they will not be required to work:

- (a) More than 11 shifts in 14 consecutive days without payment of overtime; or
- (b) Broken shifts.

6.5.2 Shift Workers will be provided with an interval of at least 8 hours between the termination of any shift and the commencement of the next succeeding shift.

6.5.3 Clause 6.5.2 will not apply to former Municipality of South Sydney employees, transferred to the City of Sydney as a result of boundary changes or amalgamations prior to 8 May 2003, who shall be provided with an interval of at least 10 hours between the termination of any shift and the commencement of the next succeeding shift.

6.5.4 In order to meet operational and customer service needs, the Council may introduce Shift Work, change the Shift Work arrangements or transfer employees between Shift Work and day work arrangements as needed. Such a change is subject to the following conditions.

- (a) Where a decision has been made to introduce Shift Work or change existing Shift Work arrangements, new employees commencing after the decision is made may be engaged on the new Shift Work arrangement.
- (b) Mutual agreement must be reached with an existing employee before that employee can be transferred from day work to Shift Work or before a significant change is made to the existing Shift Work arrangements being worked by the employee, such as an extension of the days of the week on which the employee's shifts are performed.

6.5.5 Council must give a rostered Shift Worker (other than a Shift Worker rostered for relief work) at least 48 hours clear notice of a change of roster arrangements. If such notice is not given, the employee will be paid an additional 100% penalty for the first shift worked on the altered roster.

6.5.6 Start and finish times of employees may be altered temporarily for periods of up 2 weeks by the Council giving 7 days' notice to the effected employee(s) and relevant union by written communication, with the following conditions:

- a) Where 7 days' notice is given the Council may alter the starting and finishing times by 1 hour on either side of the rostered time.
- b) Except in cases of emergency (to be determined by the Council), if less than 7 days' notice is provided to change the shift starting and finishing times, the change will be made by mutual agreement. If no mutual agreement is reached then the shift time will remain the same. Notice to the relevant union is not required when there is mutual agreement.
- c) The starting and finishing times may be varied at any time to any starting and finishing time when there is mutual agreement. Notice to the relevant union is not required when there is mutual agreement.

- d) The penalty payment specified in clause 6.5.5 will apply when less than 48 hours' notice of the change is provided by the Council. The penalty will not apply when the employee requests the change.

#### 6.5.7 Penalty Rates

The following shift penalty rates will be payable, note this clause is to be read in conjunction with Clause 4 Definitions:

(a) Rotating Shifts

|                 |                            |                            |
|-----------------|----------------------------|----------------------------|
| Morning Shift   | Monday to Friday inclusive | Ordinary Rate of Pay + 15% |
| Afternoon Shift | Monday to Friday inclusive | Ordinary Rate of Pay + 15% |
| Night Shift     | Monday to Friday inclusive | Ordinary Rate of Pay + 15% |

(b) Permanent Shifts

|                 |                            |                            |
|-----------------|----------------------------|----------------------------|
| Morning Shift   | Monday to Friday inclusive | Ordinary Rate of Pay + 15% |
| Afternoon Shift | Monday to Friday inclusive | Ordinary Rate of Pay + 15% |
| Night Shift     | Monday to Friday inclusive | Ordinary Rate of Pay + 30% |

(c) Weekend and Public Holiday Shifts

|                      |                             |
|----------------------|-----------------------------|
| Saturday shift       | Ordinary Rates of Pay + 50% |
| Sunday shift         | Ordinary Rate of Pay + 100% |
| Public Holiday shift | Ordinary Rate of Pay + 200% |

(d) Prescribed 32 Hour Week Shift Workers

|                      |                             |                       |
|----------------------|-----------------------------|-----------------------|
| Perm. Night shift    | Monday-Friday inclusive     | Ordinary rates +11.5% |
| Saturday shift       | Ordinary Rate of Pay + 25%  |                       |
| Sunday shift         | Ordinary Rate of Pay + 75%  |                       |
| Public Holiday shift | Ordinary Rate of Pay + 200% |                       |

#### 6.5.8 Payment of Shift Penalty Rates

Shift penalty rates will be paid, where possible, as an averaged annual amount to provide employees working Shift Work with a standardised pay outcome per pay period.

#### 6.5.9 Transfer between Shifts

- (a) Except as provided for in paragraph (b) of this clause, an employee engaged on day work who is required, by Council, to transfer to Shift Work shall be paid for all Morning, Afternoon and Night Shifts worked in the first week of transfer at the following penalty rates if transferred to a:
- i. 38 hour week roster - Ordinary Rates of Pay plus 50%.
  - ii. 32 hour week roster - Ordinary Rate of Pay plus 25%.

- (b) An employee engaged in day work, transferred to Shift Work at their own request, or as a result of having applied for and obtained a position involving Shift Work, shall not be entitled to additional payments described in this clause.
- (c) An employee engaged in day work, transferred to Shift Work, whether at their own request or at the initiative of the Council, will on the point of the transfer, become a Shift Worker for the purposes of this Award.

## 6.6 Attendance

### 6.6.1 Notification of Absence

An employee, who does not report for duty on any day, for any reason, shall, as soon as practicable to the normal starting time on that day, notify the Council or its authorised representative as to the reason for and prospective duration of their absence.

### 6.6.2 Absent Without Reasonable Cause

Where an employee is absent from duty without reasonable excuse, Council may make deductions from salary to recover the time lost.

### 6.6.3 Abandonment of Employment

Where an employee is absent from duty without permission for a continuous period of 2 normal working weeks, and fails to provide a satisfactory explanation for the absence, the employee will be deemed to have terminated their employment by resignation with effect from the first day of the absence.

## **7. Local Workplace Agreements**

- 7.1 The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.
- 7.2 In agreement with employees and their representative unions, the City may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.
- 7.3 A LWA may be negotiated to provide for different conditions of employment than are provided for in the City's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, Shift Work, overtime, on call, meal breaks, and allowance payments.
- 7.4 A LWA may provide for different conditions of employment where the following requirements have been complied with:
  - 7.4.1 Employees are not disadvantaged when the LWA is viewed as a whole;
  - 7.4.2 The majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;
  - 7.4.3 The appropriate Union has been advised prior to commencement of discussions with the employees concerned;
  - 7.4.3 The LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;
  - 7.4.4 The hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the Industrial Relations Act;
  - 7.4.5 The LWA will improve efficiency and/or customer service and/or job satisfaction.

- 7.5 LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.
- 7.6 LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.
- 7.7 LWA's will be by consent, between employees, the City and the relevant Unions (s), where the parties shall commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (i.e. 50% +1) of employees party to the LWA must vote in favour of it.
- 7.8 All LWA's that have been accepted as per Clause 7.7 will be registered with the NSW Industrial Relations Commission.

#### **7A. Memorandums of Understanding**

- 7A.1 The City and the Secretary of the relevant union party to this Award may establish Memorandums of Understanding (MOU) to apply to the following groups of employees:
  - 7A.1.1 Security Operators and Security Operations Coordinators employed prior to the Commencement Date; or
  - 7A.1.2 Security Operators and Security Operations Coordinators employed on or after the Commencement Date;
  - 7A.1.3 Shift Workers in the City Rangers Business Unit; or
  - 7A.1.4 other specific business units and its employees.
- 7A.2 A MOU may provide for different conditions of employment than are provided for in the City's Industrial Agreements and Awards in circumstances where:
  - 7A.2.1 Employees are not disadvantaged when the MOU is viewed as a whole;
  - 7A.2.2 Existing Award provisions will apply unless expressly varied by such an Agreement;
  - 7A.2.3 Employees are not obliged to accept the MOU. The MOU will only apply to those employees who choose to be covered by it. Once an employee has elected to be covered by the MOU they cannot bring a claim regarding the alternative terms and conditions in the Award which would apply to them if they were not covered by the MOU;
- 7A.3 The MOU will operate from the Commencement Date until this Award is replaced or rescinded.

#### **8. Public Holidays**

##### **8.1 Prescribed Days**

The provisions of the *Public Holidays Act 2010* (NSW) shall apply and the days specified in the *Public Holidays Act 2010* (NSW) shall be observed as holidays and will be paid at Ordinary Rates of Pay under this Award. In addition to the days specified in the *Public Holidays Act 2010* (NSW) other holidays proclaimed by the State or Federal Governments shall also be observed and paid at ordinary daily rates under this Award.

- 8.2 In addition to the days provided for in clause 8.1, employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.

### 8.3 Annual Picnic Day

8.3.1 In addition to the prescribed holidays identified in clause 8.1 and 8.2, the annual picnic day for the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union shall for the purposes of the Award also be regarded as a prescribed holiday.

8.3.2 The annual picnic day as advised by the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, will be the same day for all employees and other respondent unions.

8.3.3 Proof of attendance for the annual picnic day may be required by Council for the payment for the day to be made (e.g. union listing, produce ticket butt).

### 8.4 Higher Duties

Where an employee has performed the duties of a higher position for the full day preceding and following a public holiday, the employee will be paid for the public holiday at the higher rate.

Note: For further information see Wages Division Section 2 - clause 42.1 or Salaried Division Section 3 - clause 49.1.

### 8.5 Absent without Pay

An employee who is absent without pay on the working days immediately before and after a holiday will not be entitled to payment for the holiday.

### 8.6 Day Off

Excluding where an employee receives an ordinary days pay under clause 9.8.2 (d)(i), where a public holiday falls on a 'day off' Monday to Friday inclusive for a permanent shift worker or rotating shift worker whose ordinary working hours include a Saturday or Sunday under a seven day roster system, the employee will be paid an ordinary days pay.

## 9. Overtime

### 9.1 Requirement to work reasonable overtime

Council may require an employee to work reasonable overtime in order to meet the needs and requirements of the industry, including work on Saturdays, Sundays and public holidays or Shift Work as necessary.

### 9.2 Minimum Break

9.2.1 Overtime will be arranged so that an employee has at least 10 consecutive hours off duty between the ordinary working hours of successive days.

9.2.2 For overtime worked outside of ordinary working days the employee must have at least 10 consecutive hours off duty between overtime shifts and the commencement of ordinary working hours

9.2.3 An employee who does not receive the break outlined above in clause 9.2.1 and 9.2.2 shall be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9.2.4 If an employee is instructed to resume work without receiving the ten consecutive

hours off duty, the employee shall be paid at double the Ordinary Rate of Pay until released from duty and then shall be entitled to a ten hour break without loss of pay.

### 9.3 Eligibility for Overtime

#### 9.3.1 Monday to Friday

Note: For further information on eligibility for Monday to Friday overtime see Wages Division Section 2 - clause 39.1 or Salaried Division Section 3 - clause 46.1.

#### 9.3.2 Saturday

Overtime on a Saturday will be paid at time and a half Ordinary Rate of Pay per hour or part thereof for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday will be paid at double time;

#### 9.3.3 Sunday

All overtime at double Ordinary Rate of Pay per hour or part thereof. Where 50.1% of a period of overtime occurs on a Sunday, the whole of the overtime period will be paid at the Sunday overtime rates.

#### 9.3.4 Time off in lieu

Consistent with this clause, eligible employees may choose whether to be paid for the overtime or to take time off in lieu. Time off in lieu will be taken within a calendar month with the exception that occasions occurring within the last week of the month will be carried forward to the next month. Other arrangements may be made by mutual agreement between the employee and their supervisor. Employees opting to take time off in lieu will be granted the equivalent time off to the actual hours worked.

### 9.4 Public Holidays

9.4.1 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award (where the time worked falls within the normal working hours were the day not a Public Holiday), the employee shall be paid treble time inclusive of the ordinary payment for the holiday. Overtime worked outside these hours on a public holiday will be paid at treble ordinary rates.

9.4.2 Where 50.1% of a period of overtime occurs on a Public Holiday, the whole of the overtime period will be paid at the Public Holiday overtime rates.

### 9.5 Continuous Overtime

Overtime worked, on any 1 day, whether in broken periods or otherwise will be regarded as continuous, except for the purposes of calculating meal allowance in accordance with clause 17.3.

### 9.6 Call Back to Work

9.6.1 An employee is on a call back if the employee has finished work and without receiving notice before finishing work is directed to return back to their work location to resume and finish work before their next normal starting time.

An employee who is called back to work in accordance with this clause will receive:

- (a) A minimum payment equivalent to 4 hours inclusive of travelling time paid in accordance with clause 9.6.1(b).
- (b) The payment will be at the appropriate overtime rates whether required to work for 4 hours or not.



- (c) If more than 4 hours is worked on a call back, the additional time will be paid by the minute at appropriate overtime rates.

#### 9.7 Transport

If overtime finishes at an hour when the usual means of transport to the employee's home are not available, Council will provide or pay for suitable transport direct to the employee's home.

#### 9.8 Overtime for Shift Workers

9.8.1 Except as provided, all overtime worked by a Shift Worker, either before or after and in extension of their ordinary daily working hours, will be paid for as follows:-

- (a) Monday to Saturday (inclusive)

One and a half times the Ordinary Rate of Pay per hour or part thereof for the first 2 hours and double time thereafter. Provided that all overtime worked after 12noon on Saturday will be double time.

- (b) Sundays

All overtime at double time per hour or part thereof.

- (c) Public Holidays

All overtime worked, as prescribed in this paragraph, on a Public holiday will be paid at treble the Ordinary Rate of Pay.

#### 9.8.2 Overtime on a "Day Off"

- (a) A Permanent or Rotating Shift Worker whose ordinary working hours include a Saturday and/or Sunday under a seven day roster system and who is;

- i. required to work overtime on a 'day off'; or
- ii. who has finished work and is called out to work overtime which commences and terminates before their next normal starting time,

will be paid for such overtime at double time per hour or part thereof.

- (b) A Shift Worker required to work overtime on a 'day off' whose ordinary hours of work are rostered Monday to Friday will receive the same rates provided for in clause 9.8.1.

- (c) A Shift Worker who is rostered Monday to Friday and is required to work overtime on a Public Holiday falling on their day off, will be paid for all hours worked at treble the Ordinary Rate of Pay.

- (d) A Permanent or Rotating Shift Worker whose ordinary working hours include a Saturday and/or Sunday under a seven day roster system and who is required to work overtime on a Public Holiday falling on their 'day off' on a Monday to Friday will receive:

- (i) an ordinary day's pay;
- (ii) double time for all hours worked up to the number of hours which are equal to the employee's ordinary daily hours; and
- (iii) treble time will be paid for all hours which are in excess of the hours in (ii).

- (e) A Permanent or Rotating Shift Worker who works Saturday and/or Sunday under a seven day roster system and who is required to work overtime on a Public Holiday falling on their 'day off' on a Saturday or Sunday will receive treble time for all hours worked.

#### 9.8.3 Ordinary Working Hours on a Public Holiday

Time worked by a Shift Worker on a Public Holiday during what would otherwise be ordinary working hours will not be regarded as overtime and will be paid for at appropriate penalty rates.

Note: For further information see Wages Division Section 2 - clause 39 or Salaried Division Section 3 - clause 46.

### **10. Meal and Crib Breaks**

#### 10.1 Meal and Crib Breaks

##### 10.1.1 Ordinary Working Hours

- (a) Except as provided, the Council will grant an unpaid meal break of 45 minutes during ordinary daily working hours, to be taken as directed.
- (b) An employee will only be required to work continuously for more than 5 hours without a meal or crib break in cases of extreme emergency, and in these instances will be paid at double Ordinary Rate of Pay for all ordinary working time worked after the expiry of the 5 hour period until such break is granted, or until normal finishing time whichever is the earlier.
- (c) An employee required to commence ordinary working hours between 5.30 am and 6.00 am (both inclusive) will be granted a crib break of 15 minutes duration before 9.00 am, to count as ordinary time worked, and taken as directed.

Note: For further information see Wages Division Section 2 - clause 41 or Salaried Division Section 3- clause 47.

##### 10.1.2 Shift Work

- (a) A Shift Worker on Continuous Shift Work will be granted a crib break of 30 minutes per shift.
- (b) A Shift Worker (other than an employee on Continuous Shift Work), will be granted a crib break of 30 minutes in each Morning, Afternoon, Night, Saturday, Sunday and holiday shift exceeding 5 hours duration.
- (c) Crib breaks will be taken as directed, will be part of ordinary working hours, and will be paid for at the rate applicable to the shift upon which the employee is engaged.
- (d) For the purposes of this clause Continuous Shift Work means work carried out through a work area roster providing for shifts within twenty-four (24) hours periods for at least six (6) consecutive days and only interrupted by breakdowns, meal breaks, or due to unavoidable causes beyond the control of the Council.

##### 10.1.3 Overtime

- (a) An employee directed to work a period of overtime which adjoins the employee's ordinary working time and extends for 2 hours or more, will be granted a crib break of twenty minutes each 2 hours of such overtime, to be taken as directed, and paid at the overtime rate applicable.

- (b) Overtime worked before and after normal finishing time will not be regarded as continuous for the purposes of this clause, and an employee will not be entitled to payment for crib time unless the employee is required to continue working after having taken such crib time.
- (c) An employee directed to work overtime which commences and finishes outside ordinary working hours, or falls on any day which is not an ordinary working day, will be granted a crib break of 20 minutes upon the completion of each four hours of such overtime, which if the employee is required to continue working after such crib break, will be paid for at the overtime rate applicable.
- (d) Council may direct any employee who becomes entitled to more than 1 crib break, to take the crib breaks in either separate or consecutive periods, but will not require the employee to work continuously for more than five hours without a crib break.
- (e) In the case where the needs and requirements of the work so permit, the Council, if requested by an employee engaged on overtime, may extend the duration of any crib break to which the employee has become entitled, for a period not exceeding 1 hour to be taken as directed by Council. If the employee takes such a break then Council shall not be liable for any time taken in excess of 20 minutes, nor shall such excess time count as time worked.
- (f) Except as provided above, in the calculation of overtime crib breaks shall be treated as part of the time worked.

## **11. Work Health & Safety in the Workplace**

### Work Health & Safety

- 11.1 The parties to this Agreement acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.
- 11.2 The City will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- 11.3 The City will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- 11.4 Employees who identify potential risks or hazards must immediately report the risk or hazard to their immediate supervisor or WHS Committee.

### Rehabilitation

- 11.5 The City will provide and resource a workplace based rehabilitation program and rehabilitation co-ordinator in accordance with Work Cover statutory requirements.
- 11.6 The City's rehabilitation program will ensure that rehabilitation is commenced as soon as practicable following injury or illness and will ensure that appropriate duties are provided to assist in an early return to work. Participation in a rehabilitation program will not prejudice an employee.
- 11.7 Employees are required to formally notify their supervisor of any injury or illness as soon as possible. Employees must attend any medical or rehabilitation assessments required by the City and must cooperate with the City's directions in respect of the Rehabilitation Program.

First Aid Officer

11.8 Council must ensure that sufficient First Aid Officers are nominated in each work area to cover all shift and variable working arrangements.

## **12. Workplace Change and Redundancy - Employees Commencing on or after 5 November 2009**

This clause applies to all employees who commence employment on or after 5 November 2009.

### 12.1 Council's Duty to Notify

12.1.1 Where 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 shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

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

### 12.2 Council's Duty to Discuss Change

12.2.1 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in clauses 12.1.1 and 12.1.2 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 shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.

12.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the council to make the changes referred to in clause 12.1.1 and 12.1.2 of this clause.

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

### 12.3 Discussion before Termination

12.3.1 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 clause 12.1.1 and 12.1.2 of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly affected and with the union to which they belong.

12.3.2 The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of clause 12.3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.

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

#### 12.4 Notice to Centrelink

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

#### 12.5 Notice of Termination

12.5.1 Five weeks' notice to terminate or pay in lieu thereof shall be given

12.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

- (i) Three (3) months' notice of termination or
- (ii) Payment in lieu of the notice in paragraph (i) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

#### 12.6 Redundancy

12.6.1 This clause shall apply where an employee is terminated due to redundancy. Council shall be exempt from the operation of this clause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

12.6.2 In addition to any required period of notice, and subject to clause 12.6.1 of this clause, the employee shall be entitled to the following table:

| 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           | 9 weeks pay  |
| 3 years and less than 4 years           | 13 weeks pay |
| 4 years and less than 5 years           | 16 weeks pay |
| 5 years and less than 6 years           | 19 weeks pay |
| 6 years and less than 7 years           | 22 weeks pay |
| 7 years and less than 8 years           | 25 weeks pay |
| 8 years and less than 9 years           | 28 weeks pay |
| 9 years and less than 10 years          | 31 weeks pay |
| 10 years and thereafter                 | 34 weeks pay |

12.7 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.

12.8 During a period of notice of termination given by the council, an employee shall 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 shall provide proof of attendance at an interview.

12.9 A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,558 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or

until the employee secures alternative employment, whichever is the sooner. Clause 35.4 will apply to this allowance

- 12.10 If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall 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 clause, 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 shall be paid on termination.
- 12.11 The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 12.12 The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.
- 12.13 In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- 12.14 Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this Award.
- 12.15 Subject to an application by the Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount (or no amount) of redundancy pay than that contained on clause 12.6 above if the council obtains acceptable alternative employment for an employee.
- 12.16 Nothing in this clause shall restrict an employee with ten years' service or more and Council from agreeing to further severance payments.

### **13. Workplace Change, Redundancy and Redeployment - Employees Commencing Before 5 November 2009**

This clause applies to all employees who commenced employment before 5 November 2009. The conditions which apply to these employees are set out in Appendix 6.

### **14. Anti-Discrimination**

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

14.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

14.4.3 Any act or practice of a body established to propagate religion which is exempted under sec 56 (d) of the *Anti-Discrimination Act 1977* (NSW);

14.4.4 A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

14.5 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.

### **15. Competitive Tendering**

15.1 Competitive tendering is the calling of tenders by Council for the provision of services that are currently being performed by Council employees where Council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.

15.2 Prior to making a decision to competitively tender a service, Council shall notify and consult with the relevant union(s) which may have members likely to be affected by the decision.

15.3 Where the Council makes a definite decision to competitively tender a service, Council shall notify the employees who will be affected by the proposed tender of such services and the Union(s) to which they belong.

15.4 Council shall discuss the competitive tendering process with the affected employees and union(s) and give consideration to matters raised by employees and union(s) to which they belong.

15.5 Discussions between Council and the affected employees and the relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.

15.6 For the purpose of the discussion Council shall provide to the employees and union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender service, the expected effects employees, a process for the formulation of an in-house bid and any other matters likely to affect the employees.

15.7 Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

## **PART THREE - ALLOWANCES**

### **16. Higher Duties Allowance**

16.1 An employee required to perform the duties of a position with a base salary rate higher than the employee receives for the employee's substantive position, will be paid the difference between their normal salary and the base rate of the position in the higher salary (in addition to the employee's normal salary).

16.2 Permanent Appointment and Higher Grade Duties

Except in cases where the higher grade is vacant because of Sick Leave, Long Service Leave, or approved leave without pay, Council, in any case where an employee has been required to act in a vacant position in a higher salary band for a period of 3 months, will take the necessary steps to make a permanent appointment to such position.

Note: For further information see Wages Division Section 2 - clause 42 or Salaried Division Section 3 - clause 49.

## **17. Meal Allowance**

17.1 An employee required to work a continuous period of overtime will be paid a meal allowance as follows:

17.1.1 Overtime in continuance of ordinary working hours:

- (a) \$15.61 on completion of 2 hours; and
- (b) A further \$15.61 on completion of each subsequent 4 hours thereafter.

17.1.2 Overtime which commences and terminates outside of ordinary working hours:

- (a) \$15.61 on completion of 4 hours; and
- (b) A further \$15.61 on completion of each subsequent 4 hours thereafter.

17.2 An employee required to work overtime in connection with a meeting of the Council or a Committee of the Council beyond 5:45 pm on any day, Monday to Friday inclusive, will be paid a meal allowance of \$15.61 but will not be entitled to a further meal allowance until the completion of four hours overtime.

17.3 Continuity of Overtime

17.3.1 For the purpose of calculating meal allowance:

- (a) A crib break or a meal break is not an interruption to the continuity of overtime.
- (b) for positions covered by Salary Division bands, overtime worked both before normal starting time and after finishing time, in extension of ordinary working hours, will be treated as separate overtime periods.
- (c) For positions covered by Wages Division classifications, overtime worked in several separate periods outside ordinary working hours shall be regarded as continuous.

## **18. General Allowances**

18.1 Annualisation of Allowances

18.1.1 By agreement of the majority of employees in a designated work group, general allowances may be annualised into rates of pay. Those allowances are detailed in this clause and in Appendix 3.

18.1.2 PART A of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Wages Classification of this Award.

18.1.3 Clause B.1 of Part B of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Wages Classification of this Award but pertain to duties that are not being performed by employees as at the date of this Award.

18.1.3 Clause B.2 of Part B of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Salaried Classification of this Award but pertain to duties that are not being performed by employees as at the date of this Award.

18.2 On-Call Allowance

18.2.1 An employee who is at Salary Band 5 or below or in the Wages Classification of this Award and is directed by Council to be available for emergency and/or breakdown work, outside the employee's ordinary working hours will be entitled to an on call allowance, with the following conditions:



- (a) When on call the employee is required, upon receiving a call out, to proceed directly to and from the job;
- (b) When on call the employee will be contactable, and physically able to respond to a call within a reasonable time considering the nature of being on call for emergency and breakdown situations;
- (c) An employee on call will not be required to be constantly available beyond a period of 4 weeks where other employees are available. Where other employees are not available, the employee concerned will have at least 1 weekend (2 consecutive days) off duty in each period of 4 weeks, without reduction of the allowance paid;
- (d) A call out is that period from the time the employee receives a call(s), to the time the employee finishes work in connection with such call(s) and arrives at home or other authorised place, and includes the work involved in any further call(s) for service which the employee may receive whilst out on duty or upon arrival at home or such other authorised place, the recording of information relating to the work, and all other actions necessary to satisfactorily complete the work;
- (e) On call shall not include periods of pre-arranged overtime;
- (f) An employee required to work during the 8 hours immediately preceding their usual starting time, may defer the starting time by a period up to the actual time worked;
- (g) The payment of this allowance will be calculated on a daily basis. Where the on-call requirement covers more than 1 day the majority of the day on which the call out occurs will form the basis for payment.
- (h) The on call allowance will be \$8.43 per day Monday to Friday, and \$16.86 on Saturday, Sunday and Public Holidays;
- (i) In addition to the prescribed allowance, the employee will be paid double the Ordinary Rate of Pay for the time required to complete each call-out, with a minimum of 1 hour for each call out;
- (j) Where the employee is required to work on a roster, the allowance will be divided by the proportion of the number of weeks on duty in any rolling period and paid in equal amounts for each week in such period; provided that an employee who is required to perform extra duty at any time during the employee's usual rostered off period shall receive payment for such extra duty, in accordance with this clause, in addition to the amount calculated in accordance with this sub-clause;
- (k) Emergency and/or breakdown work includes returning to safe and proper operating conditions any plant and equipment which has failed, or is likely to fail, in service, and/or performing maintenance work which is of such an urgent nature that if not carried out or temporary repairs are not affected, may have serious consequences for Council's operations. It also includes emergency work related to alleviating distress or hardship, and without limiting this generality includes noise complaints, and matters related to public health and safety;
- (l) The employee will be granted an additional day's annual leave for each public holiday required to be on call.
- (m) An employee who is in receipt of an on call allowance and is directed to be available to:
  - i. Respond to phone calls or messages;
  - ii. Provide advice over the phone;

- iii. Arrange call out/rosters of other employees; and
- iv. Remotely monitor and/or address issues by remote telephone and/or computer access

will be paid at their Ordinary Rate of Pay for the hours worked with a minimum payment of two hours, providing that any subsequent work performed remotely within the two hour period shall not attract an additional payment.

- (n) Notwithstanding the qualifying provisions outlined above, Employees at Salary Band 6 or above who received on call allowance prior to the making of this Award may continue to receive the allowance for six months after the making of the Award.

### 18.3 Travelling Allowance for Official Business

18.3.1 An employee required to travel inter or intra state for official business shall be entitled to the provisions of Council's travel and conference policies.

18.3.2 Where an employee is required to work overtime while being paid this allowance the meal allowance provisions at clause 17 will not apply.

### 18.4 Community Language & Signing Work Allowance

18.4.1 Where an employee is required to provide a language service to speakers of a language other than English, or to provide signing services to those with hearing difficulties as a regular part of their normal duties, the employee shall be paid an allowance of \$18.44 per week, which shall be a flat-rate allowance (i.e. not paid for all purposes).

18.4.2 This work will require the employee to act as a first point of contact for people requiring these services. The employee identifies the customer's area of inquiry and provides necessary assistance to successfully conclude the customer service requirement.

18.4.3 The allowance will only be paid to an employee where the need is specified as an essential requirement of the employee's position description and/or this service requirement for an employee has been approved by the Director Workforce and Information Services.

## **19. Travelling Time and Expenses**

19.1 The provisions of clause 19 do not apply to:

19.1.1 Employees employed prior to the Commencement Date in the previous classifications, grades and levels of Refuse Collection and Disposal Group which is now known as the Cleansing and Waste Unit;

19.1.2 Employees whose substantive role is outside the Cleansing and Waste Unit in respect of any period when they perform work for the Cleansing and Waste Unit in the Cleansing and Waste classifications; or

19.1.3 Any employee who commences employment on or after the Commencement Date.

19.2 For all other employees, the time occupied in travelling to and from work in accordance with clause 19.6, 19.7, 19.8 and 19.9 will be paid at the following rates:

19.2.1 Monday to Friday inclusive, except Public Holidays - ordinary rates.

19.2.2 Saturdays, Sundays and Public Holidays - time and a half ordinary rates.

19.3 Council is not liable for travelling time in excess of three hours at the appropriate rate.

- 19.4 Travelling expenses reasonably and necessarily incurred in accordance with clause 19.2 will be reimbursed, based on expenses which are or would be incurred in travelling by normal means of public transport. Council is not liable for travelling expenses in excess of \$15.09 on any day.
- 19.5 Travelling expense rates will be adjusted (up to the nearest ten cents) in line with variations to metropolitan public transport ticket prices.
- 19.6 An employee required, for the purposes of ordinary working hours, to travel between abode and place of employment a fixed number of times in each pay period, and who is required to travel in excess of such number of times, will be paid for the time occupied in such excess travel.
- 19.7 An employee required to work at a location outside the boundaries of the City will be paid the additional time spent travelling between home and the location which is in excess of their normal home to work travelling between the Town Hall, Sydney and home (to a maximum of 3 hours). The employee will also be entitled to travelling expenses calculated on the same basis. This payment will be provided for 6 months only.
- 19.8 An employee required to work at a location which is not their normal place of work within the boundaries of the City will be paid for the time spent travelling between the location and home where it is more than 20 minutes otherwise spent travelling between the Town Hall, Sydney and home. This payment will be provided for 6 months only.
- 19.9 An employee who is required to commence and/or cease duty at a location other than the workshop or depot they are normally attached to, will be reimbursed for any additional expenses incurred in travelling between home and such location.

## **PART FOUR - LEAVE PROVISIONS**

### **20. Annual Leave**

#### **20.1 Four weeks annual leave**

An employee is entitled, at the end of each year of service, to 4 ordinary working weeks annual leave, or the hourly equivalent thereof, exclusive of public holidays, observed on an ordinary working day, or during the period of annual leave in the case of a Shift Worker or an employee whose ordinary working hours include a Saturday or Sunday.

#### **20.2 The annual leave should be given and taken by agreement between the employee and their supervisor in one consecutive period, or in as close to one consecutive period, in order to complete weeks of the work cycle. Periods of annual leave of less than 1 full working week may be approved, but will not exceed a total of five ordinary working days in any one service year.**

#### **20.3 A part-time employee is entitled to an annual leave on a pro-rata basis to the equivalent full time entitlement.**

#### **20.4 Where a public holiday occurs during any period of annual holidays taken by an employee, the annual leave period shall be increased by 1 ordinary working day, or for Shift Workers the next succeeding shift.**

#### **20.5 Pay in advance for annual leave**

The employee may elect to be paid in advance, provided that the minimum period of annual leave that will be paid in advance is 1 whole pay period.

#### **20.6 Higher Rates of Pay for Annual leave**

If the employee has received higher duties allowance or extra duties allowance for at least 3 months immediately preceding the taking of leave, and has not ceased to do such work for a period, or a total of several separate periods exceeding the employee's ordinary working week in the higher position the

employee shall be paid for the period of annual leave at the salary or wage applicable to the higher duties or extra duties.

20.7 Annual Leave Loading

Annual leave loading shall be paid as a component of ordinary salary for employees and is reflected in the rates of pay detailed at Appendix 1. (See Wages Division - Section 2, clause 43).

20.8 Payment of Annual Leave on Termination

Upon leaving the Council for any reason, employees will be paid their total balance of annual leave as at the date of termination of services.

20.9 Notice to take Annual Leave

- (a) The annual leave shall be given by Council, and shall be taken by the employee within 12 months of the date the leave accrues. This leave may be postponed, by mutual agreement, for up to 24 months of service from the date of accrual in any case where circumstances render such postponement desirable or necessary.
- (b) Council may roster the taking of annual leave.
- (c) Where the Council rosters the taking of an annual holiday, Council will give at least 2 months' notice of the date the annual leave is to be taken.

20.10 Leave with pay for Commonwealth or State sporting representation

An employee selected to represent the Commonwealth or State in sport, may be granted leave with pay under this clause for a period not exceeding 4 weeks. Where this leave is granted, the leave shall be deducted from annual leave accrued to the employee within the ensuing 12 months under the provisions of this clause.

**21. Sick Leave**

21.1 Employees who are unable to work due to:

21.1.2 Illness or injury (except injury covered by Worker's Compensation);

21.1.2 A visit to a qualified medical practitioner to obtain advice or treatment; or

21.1.3 Restrictions imposed by Commonwealth or State Law in respect of contact with a person suffering from an infectious disease,

shall be entitled to the following cumulative sick leave provisions. The entitlement to sick leave used as personal carer's leave shall be in accordance with Award clause 22 - Personal Carer's leave provisions of this Award.

| Required Length of Service   | Entitlement        |
|--|--------------------|
| On commencement of employment  | 10 days            |
| On completion of the first year of service   | 15 days            |
| On completion of each year of service thereafter Provided that for the fifth and each subsequent year of service completed on or after 1/1/82, the Council shall credit the employee with 18 days sick leave with pay. | 15 days<br>18 days |

21.2 The above entitlements are subject to the following conditions:

21.2.1 Sick leave entitlements shall be cumulative from year to year so that any balance of leave not taken in any one year may be taken in subsequent years; and

21.2.2 Council shall be satisfied that the illness or injury is such that it justifies the time off work; and

21.2.3 The illness or injury does not arise from engaging in professional (fee/monetary gain) sport activities; and

21.2.4 Proof of illness shall be provided where an employee's period of absence is in excess of 2 ordinary working days or after 3 unsupported periods of absence each not exceeding 2 days; unless:

- (1) The Council otherwise requires the employee to provide proof of illness or injury having regard to the employee's pattern of sick and/or amount of sick leave taken by the employee, and
- (2) The Council has provided the employee with prior written notice of the requirement to provide proof of illness or injury.

21.2.5 The type of proof of injury or illness required by the Council must be reasonable having regard to the circumstances of the Council and the employee and may include, for example, certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration, dated no later than the 3rd day of the employee's illness or injury, in accordance with Council guidelines.

21.2.6 When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.

21.2.7 When a Certificate from a qualified medical/health practitioner registered with the appropriate government authority is required, the certification shall clearly state the:

- (a) Name of the employee;
- (b) Date of the first consultation with the medical practitioner;
- (c) Period for which the employee is unfit for work; and
- (d) Signature and qualification of the person issuing the certification.

21.3 Where an employee is on annual or long service leave and immediately on return from leave, gives to Council appropriate medical certification of illness or injury, that has led to their hospitalisation or inability to undertake any recreational activity for a period of at least 7 consecutive days, the employee shall be re-credited annual or long service leave and debited sick leave equivalent to the period for which they were hospitalized or unable to undertake recreational activity.

21.4 Notification of Absence

An employee, who does not report for duty on any day for any reason, shall, as soon as practicable, to the normal starting time on that day, notify the Council or its authorised representative as to the reason for and prospective duration of their absence. This clause should be read in conjunction with clause 6.6 (Hours of Work- Attendance).

21.5 Public Holidays shall not be counted as sick leave as provided for in this clause.

21.6 Where an employee is receiving a higher grade duties allowance and has been in receipt of the allowance for a period of 3 months or more the employee shall be entitled to the higher rate of pay while on sick leave for a maximum period of 20 working days.

21.7 Council Assessment

Council, at any time, may require employees to attend a qualified medical practitioner nominated by the Council at council's cost to assess the employee's fitness for work.

- 21.8 In the event of an employee disputing the certificate of Council's nominated medical representative under the provisions of this clause, a duly qualified medical practitioner shall be sought as a referee. The medical practitioner shall be agreed upon by the Chief Executive Officer of Council and the Secretary of the relevant Industrial Organisation. The certificate of the referee medical practitioner shall be accepted by all parties as final and conclusive as to the matter in dispute. Fees for the referee:

Shall be paid by Council if the decision of the medical referee is in favour of the employee; or

Shall be paid by the employee if the decision is against them.

- 21.9 Payment of Accrued Sick Leave Provisions on Termination

#### 21.9.1 Medical Retirement

Following examinations by two medical practitioners, one of whom may be nominated by the employee, Council may be satisfied that the employee is permanently medically unfit by reason of illness or injury to continue in employment. In such cases the Council may retire the employee from service. If the employee and Council agree on the opinion of one medical practitioner, the Council is not obliged to refer the employee to a further medical practitioner, provided that in any case where the Council desires to retire an employee before the employee has exhausted their sick leave with pay, the Council shall pay to the employee for all accrued sick leave with pay to which the employee would be entitled to, but not exceeding:

- (a) For those employees of the Council as at 11 February 1980, a maximum of:

2,394 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

2, 283.75 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle;

In all, which shall include such sick leave taken immediately preceding the date of retirement; and

- (b) For those employees employed on an after 12 February 1980 and prior to 14 February 1993, a maximum of:

1,976 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

1,885 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

In all, which shall include such sick leave taken immediately preceding the date of retirement.

- (c) The number of ordinary working days or hours, as the case may require, for which the employee otherwise would be entitled to payment of salary between the date of proposed retirement on the grounds of ill health and the date upon which the employee normally would be required to terminate their service with the Council; whichever of (a) or (b) is the lesser, provided further, that where the employee is satisfied to accept the opinion of such medical representative of the Council, the Council shall not be obliged to refer the employee to a specialist.

#### 21.9.2 Retirement

In the case of an employee who agrees to accept retirement:

- (a) Other than in terms of this clause; and

- (b) Has reached an age of fifty-eight years (58); or
- (c) The retirement age specified from time to time in the *State Authorities Superannuation Act 1987* (NSW);

the employee shall be paid the monetary value of all accumulated untaken sick leave standing to their credit (i.e. that accrued prior to 14 February 1993 in accordance with the *Industrial Relations Act 1996*), at the date of such retirement subject to 'such payment not exceeding a maximum entitlement of:

- (d) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and
  - (e) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle;
- which shall include any such sick leave paid immediate preceding retirement; and
- (f) 1,976 hours untaken sick leave' in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and
  - (g) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle.

### 21.9.3 Death

In the case of an employee who dies, Council shall make payments in terms of clause 28 - Payments to Dependents of Deceased Employee - of the monetary value of all accumulated untaken sick leave to which the deceased would have been entitled in terms of this clause (i.e. that accrued prior to 14 February 1993 in accordance with the *Industrial Relations Act 1996*), and standing to the credit of the deceased at the date of death, subject to such payment not exceeding a maximum entitlement of;

- (a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and
  - (b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,
- which shall include any such sick leave paid immediately preceding death; and
- (a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and
  - (b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle.

## **22. Personal Carer's Leave**

22.1 Personal Carer's Leave is available to:

22.1.1 Provide care and support for members of the employee's family or household when they are ill or require care due to an unexpected emergency; or

22.1.2 Provide for the flexible use of other entitlements.

The personal carer's leave described in this clause is available to full time and part time staff - but not casual staff.

22.2 The entitlement to use leave in accordance with this clause is subject to the employee being responsible for the care and support of the Person Concerned.

22.2.1 For the purposes of this clause and clause 22A, a 'Person Concerned' refers to a person who needs the employee's care and support and is:

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

"Relative" means a person related by blood, marriage or affinity;

"Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"Household" means family group living in the same domestic dwelling.

22.3 An employee, other than a casual, with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave from their current service year's annual sick leave entitlement to provide care and support for such persons when they are ill or require care due to an unexpected emergency.

22.4 Sick leave accumulates from year to year. In addition to the current service year's grant of sick leave available under clause 21.1 above, sick leave untaken from the previous service year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

22.5 The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in clause 22.4 above.

22.6 The Council may require the employee to provide proof of the need for carer's leave as follows.

22.6.1 Less than two weeks - Where less than a total of two weeks sick leave (either consecutively or in separate occasions) in any year of service is sought to be used for caring purposes the Council may require the employee to establish either by production of a medical certificate from a qualified medical/ health practitioner registered with the appropriate government authority or statutory declaration, that the illness of the person concerned is such as to require care by another person;

22.6.2 More than two weeks - Where more than a total of two weeks sick leave (either consecutively or in separate occasions) in any year of service is sought to be used for caring purposes, the Council may require the employee to produce a medical certificate from a qualified medical/health practitioner registered with the appropriate government authority that provides information necessary to reasonably demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available; or



22.6.3 Emergency Circumstances - establish by production of documentation acceptable to the Council or a statutory declaration, stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

22.8 In normal circumstances, the employee must not take leave under this clause where another person has taken leave to care for the same person.

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

- (a) Annual leave, including annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties
- (b) An employee may elect with the Council's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (c) Long service leave; or
- (d) Leave without pay, once all other paid leave is exhausted, for the purpose of providing care and support to the person concerned as defined in clause 22.2.

#### **22A. Flexible Work Practice Alternative to Personal Carer's Leave**

22A.1 Time off in Lieu of Payment of Overtime

22A.1.1 An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.

22A.1.2 Overtime taken as time off during ordinary time shall be taken at the Ordinary Rate of Pay, that is, one hour off for each hour of overtime worked.

22A.1.3 If, having elected to take time as leave in accordance with 22A.1.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.

22A.1.4 Where no election is made in accordance with clause 22A.1.1 the employee shall be paid overtime rates in accordance with the relevant industrial instrument.

22A.2 Use of make-up time

22A.2.1 An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, at the Ordinary Rate of Pay.

22A.2.2. 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 during ordinary hours and works those hours at another time) at the Shift Work rate which would have been applicable to the hours taken off.

## 23. Parental Leave

23.1 Relationship with federal legislation - clause 23 of this Award shall apply in addition to:

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

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

23.2 Parental Leave includes maternity leave, paternity or partner leave or Adoption Leave.

23.3 An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.

23.4 Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.

23.5 Entitlement

23.5.1 An employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and

23.5.2 Parental leave is not to extend beyond 1 year after the child was born or adopted.

23.6 Paternity or Partner Leave

23.6.1 Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).

23.6.2 Paternity or Partner Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with clause 23.4); and

23.6.3 A further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child.

23.6.4 Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

- (a) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner; and
- (b) that the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child.

23.7 Maternity Leave

23.7.1 An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:

18 weeks full pay; or

36 weeks half pay from the date maternity leave commences.

23.7.2 The employee may request to return to work on a part time basis up until the child reaches school age. A request to return to work on a part time basis must be in writing and provided to the City at least four weeks before the employee's return to work date.

23.7.3 The employee will provide at least 10 weeks written notice of the intention to take leave.

23.7.4 Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.

## 23.8 Adoption Leave

23.8.1 Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 16 years at the day of the placement and who has not or will not have lived continuously with the employee or the employee's partner for a period of 6 months or more as at the day of placement and is not otherwise a child of the employee or the employee's partner. Adoption Leave consists of:

- (a) an unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee (short adoption leave in accordance with clause 23.4); and
- (b) a further unbroken period of unpaid leave up to a total of 52 weeks' leave (inclusive of any short adoption leave) in order to be the primary care-giver of the child.

23.8.2 An employee who is entitled to Adoption Leave and who is to be the primary care-giver of an adopted child under the age of 5 years as at the day of the placement is entitled to 18 weeks at full pay or 36 weeks at half pay from the date the Adoption Leave commences.

23.8.3 An employee, who is entitled to Adoption Leave and who is to be the primary care-giver of an adopted child aged between 5 years of age and less than 16 years of age as at the day of the placement, is entitled to 4 weeks at full pay or 8 weeks at half pay from the date the Adoption Leave commences.

- (a) Notwithstanding the above, where the adopted child is aged between 5 years of age and less than 16 years of age at the date of placement with the employee and there are special needs and reasons in the child's life, the employer shall not unreasonably refuse to grant up to 18 weeks paid adoption leave at full pay or 36 weeks paid adoption leave at half pay.

23.8.4 Adoption Leave is subject to the employee providing, and the Council accepting:

- (a) A statement from an adoption agency or other appropriate body of the expected date of placement of the child with the employee for adoption purposes; and
- (b) A statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the employee is seeking that period of extended adoption leave to become the primary-care giver of their child.

23.8.5 For the purposes of this clause, spouse includes a de facto spouse.

23.9 The weekly rate of pay referred to in clauses 23.6, 23.7 and 23.8 will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.

## 23.10 Notice of Intention to Take Parental Leave

23.10.1 The employee should give at least 10 weeks' written notice of their intention to take leave.

23.10.2 In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.

23.10.3 In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.

#### 23.11 Right to Request

23.11.1 An employee entitled to parental leave may request the Council to allow the employee to:

- (a) Extend the period of simultaneous parental leave use up to a maximum of eight weeks;
- (b) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (c) 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.

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

23.11.3 The employee's request and Council's decision made under clauses 23.11.1(b) and 23.11.1(c) must be recorded in writing.

23.11.4 Request to return to work part-time

Where an employee wishes to make a request under 23.11.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### 23.12 Communication during parental leave

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

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

23.12.2 The employee shall take reasonable steps to inform the Council 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.

23.12.3 The employee shall also notify the Council of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) above.

### **23A. Family Reunion Leave**

23A.1 An employee, other than a casual, able to establish that they were adopted under a "closed adoption" practice shall be entitled to up to five (5) days family reunion leave from their accumulated sick leave balance to reunite with their biological parent(s) for the first time.

23A.2 For the purpose of this sub-clause "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed and the adopted child is thereby prevented from knowing the identity of such biological parent(s).

### **24. Bereavement Leave**

24.1 Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave in accordance with this clause.

24.2.1 Immediate Family: Up to 4 days paid bereavement leave upon the death of a member of the employee's immediate family in accordance with paragraphs (a) to (j) below;

- (a) a spouse or de facto partner of the employee, including a same sex partner who lives with the employee as a de facto partner on a bona fide domestic basis;
- (b) a child of the employee;
- (c) a parent of the employee;
- (d) a sibling of the employee;
- (e) a grandchild of the employee;
- (f) a child of the spouse or de facto partner of the employee;
- (g) a parent of the spouse or de facto partner of the employee;
- (h) a sibling of the spouse or de facto partner of the employee;
- (i) a grandchild of the spouse or de facto partner of the employee;
- (j) a member of the employee's extended family living in the same domestic dwelling as the employee.

24.2.2 Extended Family: Up to 2 days paid bereavement leave upon the death of a member of the employees extended family in accordance with paragraphs (a) to (b) below;

- (a) a grandparent of the employee;
- (b) a grandparent of the spouse or de facto partner of the employee;

24.2.3 Other Extended Family: Up to one day paid bereavement leave upon the death of a member of the employee's other extended family in accordance with paragraphs (a) to (f) below;

- (a) a niece of the employee;
- (b) a nephew of the employee;
- (c) an uncle of the employee;
- (d) an aunt of the employee;

- (e) the spouse or de-facto partner of a sibling of the employee (sister in law or brother in law);
- (f) the spouse or de-facto partner of the employee's child (son in law or daughter in law).

24.3 Bereavement leave shall be taken as soon as practicable from the date of the death of the individual.

24.4 Bereavement Support

To support an employee's family in the event of the employee's death, the City of Sydney will make a \$2,000 payment to the employee's next of kin as soon as practicable after the City becomes aware of the-death. This payment is in addition to any other accrued entitlements payable to the employee's family.

**25. Long Service Leave**

25.1 Long service leave accrues after 5 years of service, and will be applied in accordance with the *Long Service Leave Act 1955*, as amended, and the following provisions applicable under this award.

| All at ordinary rates of pay                           |                  |               |
|--|------------------|---------------|
| Length of Service                                      | Prior to 22/8/83 | Since 22/8/83 |
| After 5 years of service                               | NA               | 6.5 weeks     |
| After 10 years of service                              | 13 weeks         | 13 weeks      |
| After 15 years of service                              | 19.5 weeks       | 21.5 weeks    |
| After 20 years of service                              | 30.5 weeks       | 35 weeks      |
| For every further completed period of 5 years' service | 11 weeks         | 13 weeks      |

25.2 Long service leave shall accrue in accordance with the above table and proportionately for each completed month of service.

25.3 Long service leave shall be taken at a time mutually convenient to the Council and employee. Employees and Council should take account of operational and business needs when scheduling long service leave, but in any event must give at least 4 weeks' notice of their intention in regard to the taking of Long Service Leave.

25.4 For the purpose of calculating long service leave entitlement in accordance with this clause, all prior continuous service with any other council within New South Wales shall be deemed to be service with the City of Sydney.

25.5 Continuity of service shall be deemed not to have been broken by transfer or change of employment from another council to the City of Sydney provided:

25.5.1 the period between cessation of service with the former council and appointment to the City of Sydney does not exceed three months;

25.5.2 the period is covered by accrued annual and/or long service leave standing to the credit of the employee at the time of the transfer or cessation of employment; and

25.5.3 the employee concerned does not engage in work of any kind during the period between Councils..

25.6 When an employee transfers from another council to the City of Sydney, the long service leave entitlement accrued by the employee may be transferred to the City of Sydney, provided the monetary equivalent of long service leave is paid directly to the City of Sydney by the other council at the time of transfer.

- 25.7 An employee transferring long service leave entitlements in accordance with clause 25.6 must first complete 1 year of continuous service with the City of Sydney before being eligible to claim long service under the terms of clause 25.1.
- 25.8 Long service leave shall be taken in periods of not less than 1 week.
- 25.9 Eligible employees who are entitled to long service leave, may with the consent of the Council, cash out Excess Long Service Leave. Excess Long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955*.
- 25.9.1 "Eligible employee" means an employee with at least ten (10) years continuous service with the Council.
- 25.9.2 Each cashing out of an amount of Excess Long Service Leave must be by separate agreement between the Council and the employee
- 25.9.3 Any Excess Long Service Leave cashed out in accordance with clause shall be paid to the employee at the employee's Ordinary Rate of Pay.

## **26. Accident Pay**

- 26.1 An employee shall be entitled to accident pay for the period of their absence from work if such absence arises from circumstances which give right to payment of compensation by the Council under the *Workers Compensation Act 1987*.
- 26.2 The period for which an employee shall be entitled to payment of accident pay in respect of each particular injury or accident giving right to the payment of compensation shall be 6 months from the expiration of full compensation under the conditions of the *Worker's Compensation Act 1987*. An employee will also be entitled to a further period of 1 weeks accident pay for each completed year of service as at the date of injury or accident.
- 26.3 Accident pay shall be the sum equal to the difference between the amount of compensation to which the employee is entitled to under the *Worker's Compensation Act 1987*, and the rate of salary attaching to the employee's specified position.
- 26.4 To obtain accident pay, an employee shall present themselves, at their own expense, as soon as they are physically capable of doing so and at other times as directed for examination by a Council appointed medical practitioner, or by a medical practitioner at their place of residence or hospital, as the case may be.
- 26.5 The Council may refuse to grant accident pay prior to the date upon which an employee presents themselves for examination by the medical practitioner of Council in any case where the employee, being physically capable of doing so, fails to comply with the provisions of clause 26.4.
- 26.6 Where an employee has exhausted their rights under this clause, the employee may elect to take sick leave with pay, equivalent to the accident pay that would otherwise be payable under the provisions of this clause. If the employee elects to use the sick leave provisions of this clause, the sick leave shall be debited against the employee's entitlements.

## **27. Refund of Sick Leave**

- 27.1 Where an employee has been paid sick leave or accident pay, where their incapacity for work has resulted from an injury sustained under circumstances creating a legal liability for damages in some person other than the Council, and the employee recovers the damages in respect of the injury, the employee shall refund to Council the amount of sick leave and accident pay paid by Council.
- 27.2 This provision only applies if the damages recovered by the employee are reduced in accordance with the provisions of subsection (1) of Section 10 of the *Law Reform (Miscellaneous Provisions) Act 1965*

(NSW), as amended by the *Administration of Justice Act* 1968, the amount of sick leave to be refunded to the Council shall be reduced to the same extent as the damages recovered by the employee.

## **PART FIVE - SERVICE AND PAYMENTS ON TERMINATION**

### **28. Payment to Dependants of Deceased Employee**

- 28.1 Where the service of an employee is terminated by death and the employee has an entitlement to payment for annual and/or long service leave and/or untaken sick leave, then the amount to which the employee would have been entitled shall be paid by the Council to the estate of the deceased employee.
- 28.2 Where payment of the monetary value of an annual leave and/or long service leave and/or untaken sick leave or any proportion thereof has been made, no action may be brought against Council for the payment of any amount of such annual leave and/or such long service leave and/or such untaken sick leave.

### **29. Calculation of Service**

- 29.1 In calculating service with the Council, the following periods shall be taken into account:
- 29.1.1 Leave with pay approved by Council
- 29.1.2 Periods of absence without pay approved by Council and not exceeding 1 ordinary working week
- 29.1.3 Periods of annual leave, long service leave, sick leave with pay or incapacity for work covered by the *Workers' Compensation Act* 1987 as amended
- 29.1.4 Previous periods of service which were not terminated by resignation or dismissal
- 29.1.5 Any period of leave without pay for which an employee is indemnified by a third party for loss of salary for the period of leave without pay.
- 29.2 Leave Without Pay & Service Provisions

Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements to Annual Leave and Long Service Leave and other service based entitlements under this Award. Such periods of leave without pay shall not constitute a break in the employee's continuity of service.

## **PART SIX - OTHER MATTERS**

### **30. Dispute Settlement Procedures**

- 30.1 The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- 30.2 To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.
- 30.3 The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.
- 30.4 Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

At all stages of the Dispute Resolution Process employees will continue to perform work for the Council as directed by the Council or its authorised representatives, without interruption or the imposition of any



bans or limitations, and in accordance with the provisions of this Award and any relevant Council policies. The procedure to be followed is as follows:

Step 1: If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen carefully to the employee(s) concerns and together the parties will try to resolve the dispute.

Step 2: If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3: More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4: If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

- 30.5 To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- 30.6 Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

### **31. Employee Representatives**

- 31.1 Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.
- 31.2 For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.
- 31.3 With written notification given to the Council, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- 31.4 Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
- 31.4.1 The content of the training will enhance their role in carrying out representation functions under this Award; and
- 31.4.2 The Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.
- 31.5 While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- 31.6 Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times, durations and locations agreed between the employee representative and the Council, provided that the request is made by relevant Union Official,

where adequate notice is given to the Council of the intention to hold such meeting and the location thereof. The Council will consider the request having regard to operational requirements.

### **32. Skills Development and Workplace Training**

- 32.1 The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- 32.2 Individual development plans will be reviewed annually in line with the Performance Management & Development Program.
- 32.3 If an employee is required by Council to undertake compulsory training in accordance with the employee's individual's development plan, the employee will not suffer any reduction in the employee's Ordinary Rate of Pay as a result.

### **33. Domestic & Family Violence Policy**

The Council agrees to maintain a Domestic & Family Violence Policy. Changes to the Policy will be determined by the Council after following its ordinary processes of consultation through the Joint Consultative Committee.

## **PART SEVEN - SALARY SYSTEMS & RATES OF PAY**

### **34. Principles**

- 34.1 The salary systems provided for by this clause and the rates of pay prescribed for them incorporate and reflect all past work value considerations and all changes in work value considerations intended to result from the proper application, implementation and operation of this Award. Similarly, all past productivity and efficiency improvements are reflected in the classifications and salary rates prescribed in this Award.
- 34.2 The work done by employees bound by this Award is intended to involve broadbanding and multiskilling to the maximum practicable extent. Broadbanding and multiskilling are essential features of the Salary Systems and apply as follows:

#### **34.2.1 Broadbanding**

Broadbanding involves a process whereby related or like functions or tasks are grouped together in such a way that there is no impediment to those functions or tasks being performed as part of the duties of any job within one band. The process allows movement of people between tasks and functions and mixing and regrouping of tasks and functions within a broad-band. This process does not include those functions or tasks where the individual's ability to safely learn and I or perform the function or tasks, where an essential requirement for a formal qualification limits the process.

#### **34.2.2 Multiskilling**

Multiskilling involves the acquisition, addition and increasing the level of task-related skills and knowledge, which enables the individual to perform a wider range of tasks and functions. Skills acquired through multiskilling may be those that normally related to a higher or lower salary band than the employee's present work level and could also be appropriate to tasks outside the individual's present work area. Multiskilling assists individuals to increase their range of skills and maintains and improves efficient work performance.

- 34.2.3 A number of avenues have been identified that facilitate skill acquisition. These are available and will be developed and utilised as appropriate to various groups and work areas. The avenues include:

Formal training courses

Job rotations

Secondments and transfers

On-the-job-training

External courses

34.2.4 The Council already operates a coordinated training program aimed at increasing the skill and knowledge of its employees. This program has been further enhanced through improved record keeping; to recognise and record skill acquisition of employees.

### **35. Pay Increases**

35.1 This Award provides for an initial increase of 2.35% to the rates of pay under the previous Award. This increase is included in the rates that appear in Appendix 1. The new rates of pay detailed in Appendix 1 are to be retrospectively applied from the first full pay period on or after 1 July 2017.

35.2 The following further increases will be applied to the rates of pay detailed in Appendix 1 from the first full pay period commencing on or after the dates specified below:

(i) 1 July 2018: 2.5%.

(ii) 1 July 2019: 2.5%.

35.3 Council will apply a salary progression scheme that is linked to Council's Performance and Development Management Program as articulated in the "Performance and Development Management Policy" as amended from time to time. Council will consult with Employees via the Joint Consultative Committee, and with the Unions, regarding the impact of changes to the Performance Development and Management Policy on Employees. Council will publish the details of the salary progression scheme to Employees.

35.4 Increase to allowances

Allowances payable under the Award have already been increased by 2.35% and are to be increased annually in accordance with the applicable percentage increase for rates of pay specified in clause 35.2.

### **36. Salary Sacrifice**

36.1 The objective is to provide employees with a greater flexibility in the method of how they wish their annual salary to be paid. Salary sacrifice is the substitution of salary for non-salary benefits. This facility is provided on the basis that the total cost to the employer shall be no greater than the employee's current Award prescribed salary.

36.2 The application of salary sacrifice shall be in accordance with the provisions of Council's Salary Sacrifice Policy and arrangements will always be subject to Australian Taxation Office approval and cost neutrality to the City.

36.3 This provision is not compulsory on all employees. The employee may elect to utilise this provision.

36.4 To access this provision the employee must comply the following steps:

36.4.1 Organise the necessary financial arrangements themselves; and

36.4.2 Provide all the necessary information and authorisation to Council for processing.

36.5 The employee's total annual salary must be equal their prescribed Award annual salary.

- 36.6 The value of the benefits shall be agreed between the Council and the employee and shall include fringe benefits tax where applicable.
- 36.7 The benefits to be salary sacrificed and their value shall be in writing and signed by both Council and the employee.
- 36.8 In the event that changes in legislation, Income Tax Assessment Act determinations or rulings remove the Council's capacity to maintain the salary sacrifice arrangements offered to employees through this agreement, Council will be entitled to withdraw, or modify arrangements, from the salary sacrificing arrangements by giving notice to each affected employee.

## **SECTION 2 - WAGES DIVISION**

### **37. Hours of Work**

- 37.1 Exceptions to clause 6, existing at the time of making this award, which will continue to be available unless otherwise varied by agreement, are the ordinary weekly working hours of an employee of a grade, classification or level involving the work of:- a Driver of Lorry (Refuse Collection and/or Disposal, Labourer (Refuse Collection and/or Disposal), Labourer (Street Sweeping), Mechanical Plant Operator (Refuse Collection and/or Disposal), engaged on night cleansing work including collection and/or disposal of refuse, shall be 32 hours per week in not more than 11 shifts in 14 consecutive days; and
- 37.2 In such cases, the employee will be paid in addition to and averaged into the normal rate of pay, a shift penalty of 11.5% in respect of any shift worked Monday to Friday inclusive, except a shift worked on a public holiday.
- 37.3 Except in cases of emergency (to be determined by Council), the Council shall not alter the starting or finishing time of an employee without first giving 7 days' notice to the Union.

### **38. Terms of Employment**

#### **38.1 Wet Weather Provisions**

An employee will not lose salary owing to wet weather, provided that the employee shall:

38.1.1 Report for and continue working until such time as the supervisor orders work to cease; and

38.1.2 Stand by as directed by the supervisor; and

38.1.3 Recommence duty as directed.

#### **38.2 Payment of Wages**

All employees who are in Wages Division classifications will be paid on a weekly basis.

### **39. Overtime**

#### **39.1 Eligibility for overtime - Monday to Friday**

Subject to clause 9.1 of the Common Conditions of Employment, all overtime must be directed by an authorised officer. Overtime for Wages Division employees will be paid at time and one-half for the first 2 hours and double time thereafter.

Note: For Shift Workers refer to clause 9.8 for rates and other provisions.

#### 39.2 Part-time Employees - Payment of Overtime

A part-time employee in a Wages classification position will only be paid overtime where they work more than their normal ordinary hours for that day.

### **40. Shift Work & Penalty Payments**

- 40.1 Ex-South Sydney Council Employees transferred to the City of City as a result of boundary changes and or Amalgamations prior to 8 May 2003.
- 40.2 Any employee in a Wages Division classification position, who at the date of transfer from South Sydney City Council was, engaged on Shift Work, shall not be required to work more than 10 shifts in any 14 consecutive days without payment of overtime.

### **41. Meal and Crib Breaks - Ordinary Hours**

Employees in Wages Division classification positions will have their morning tea at their work location.

### **42. Allowances**

#### 42.1 Higher Grade Duties Allowance - Wages Classification

42.1.1 An employee who is directed to perform for one or more of their ordinary daily working hours, in a position which is at a higher level within the classification structure shall be paid for the whole day at the higher wage.

42.1.2 The provisions of the Wages Division Higher Grade Duties Allowance shall apply when an employee is appointed to relieve in a Salary Band Classification position.

#### 42.2 First Aid Allowance

42.2.1 An employee, who holds the First Aid Certificate of the St. Johns Ambulance Association or a Certificate of equivalent status, may be nominated by management as the work areas First Aid Officer to assist with on-site first aid when called upon.

42.2.2 Employees in Wages Divisions Classifications who possess the Certificate and are nominated as First Aid Officer will receive an allowance of \$2.06 per day.

#### 42.4 Multi-skilling Allowance

Salary rates provided for in this Award are calculated to include as a permanent component of salary, and absorbed into rates of pay, the provisions of the Trades Groups Multi-skilling and Cross skilling Higher Duties Allowance Guidelines agreement with trades employees and their Unions dated 18 March 1996. The broad extent of these multi-skilling arrangements is contained in the provisions of the agreement (refer to Section 5 - Appendix 4). In future, no further application of these multi-skilling provisions, to the extent already agreed, will occur.

#### 42.5 Tools and Tool Allowance

42.5.1 Employees in the following groups of tradespersons will be paid tool allowances in accordance with Appendix 2.

- (a) Building and Tradesperson required to provide own tools for:
  - i. French polishing or painting;
  - ii. Bricklaying or tiling;
  - iii. Plastering; and

iv Carpentry and/or wood machining work.

- (b) Electrical Tradesperson.
- (c) Mechanical Tradesperson (including former auto-electrician, fitter, mechanical Tradesperson (special class), motor mechanic, air-condition fitter and field service fitter.
- (d) Plumbing/Drainage Tradesperson.
- (e) Vehicle Fabricator Tradesperson (including a vehicle body fabricator, panel beater and welder)

42.5.2 The Council will provide all necessary tools for employees, with the following exceptions;

- (a) Rather than providing all necessary tools, Council may pay the tool allowance prescribed above; and further
- (b) Where a Tradesperson is paid the tool allowance, Council will still provide the following tools for each trade as detailed in Clause 42.6.3.

42.6.3 Trade Tools to be provided by Council

- (a) Bricklayer: Scutch combs, hammers (excepting mash and brick hammers) rubber mallets and T squares
- (b) Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 24 inches long, augers of all sizes, star bits, and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers) glue pots and glue brushes, dowel plates, trammels, hand thumb screws and soldering irons.
- (c) Plumbers: Metal pots, mandrills, long dummies, stocks and dies for iron, copper and brass pipes cutters, tongs, vices, taps and drills, ratchets, files, cramps, caulking tools, hacksaws and blades, welding and brazing outfits including goggles where necessary and all shop tools.
- (d) Painters: All brushes and dusters
- (e) Electricians: All sizes of twist drills, masonry drills, special size wood bits, taps, tap holders, stocks and dies, hammers, other than a 2lb. Ball and claw hammer, all hacksaw blades, files, saws other than keyhole, electric drills, extension equipment spanners, scutch combs, scutch chisel and other expendable tools or equipment which may be required by the employee from time to time to carry out their duties in a satisfactory manner.

42.7 Loss of Tools

42.7.1 The Council will insure and keep insured against loss or damage by fire or theft whilst on the Council's premises the employee's tools as used by the employee in the course of employment.

42.7.2 The Council will provide a suitable and secure weatherproof lockup for the purposes of storing an employee's tools on the job.

42.7 Annualisation of Tool Allowances

By agreement of the majority of employees (50%+1) in a designated work group, entitlements to tool allowances may be annualised into rates of pay.

### **43. Annual Leave Loading**

Employees in Wages Classification shall be paid a loading equivalent to 17.5% of 4 weeks of their Ordinary Rate of Pay for the 4 weeks of annual leave accruing. Employees in Wages Classification who have worked Shift Work for a period of 12 months preceding the annual leave totalling 42 weeks shall be paid the penalty rate to which otherwise would have applied if greater than the annual leave loading payment.

## **SECTION 3 - SALARIED DIVISION**

### **44. Terms of Employment**

#### 44.1 Payment of Employees

All employees who are in the Salaried Division classifications will be paid on a fortnightly basis.

### **45. Hours of Work**

#### 45.1 Flexible Working Arrangements

45.1.1 The parties agree to increase flexibility in working arrangements to suit operational needs of employees in Salaried Division classifications.

45.1.2 Flexible working arrangements with respect to hours worked, rostered days off, flexi-time schemes and overtime may be made by agreement after consultation between the employee and their Level 3 Manager through their supervisor.

45.1.3 Access to flexible leave arrangements will recognise the hours they work, but at the same time identifying that Council's operational needs are paramount. Time off will be taken at times which suit operational needs as approved by each area's Executive member.

45.1.4 The recognition of accumulated time shall be by way of an agreed method between the employee and the Unit Manager or Executive member.

### **46. Overtime**

#### 46.1 Eligibility for Overtime

Overtime will only be paid to an employee whose annual salary does not exceed the maximum salary rate applicable to Salary Band 5. If an employee's annual salary is greater than the maximum salary rate applicable to Salary Band 5 then they are not eligible to be paid overtime. This salary rate will be adjusted in accordance with salary movements of this Award.

#### 46.2 Eligibility for Overtime - Band 6 Employees

46.2.1 Where a Salary Band 6 employee is required to work additional hours on the weekend or on public holidays on a regular and systematic basis in order to meet service demands, the City will consider payment of these additional hours on a case by case basis.

46.2.2 If both the City and the relevant employee agree that it is impractical for the employee to be compensated through time off in lieu of overtime, the employee may make a written request to the Manager Corporate Human Resources, to be paid for the additional hours worked at overtime rates in accordance with the Award.

#### 46.3 Overtime - Monday to Friday

Subject to Clause 10.1.3 of the Common Conditions of Employment, all overtime must be directed by an authorised officer. Overtime for Salaried Division employees will be paid at the Ordinary Rate of Pay for the first 3 hours with the next 2 hours at time and one-half and double time thereafter.

Note: For Shift Workers refer to clause 9.8 for rates and other provisions.

#### **47. Meal and Crib Breaks - Ordinary Hours**

Employees in Salaried Division classification positions will take their morning and afternoon tea break at their work stations.

#### **48. Salary Band System**

##### 48.1 Rates of Pay

48.1.2 The rates of salary per annum prescribed by this clause are inclusive of the basic wage for an adult, and shall be deemed to be the rates of pay attached to an employee's appointed rate.

48.1.3 The Salaried Division Salary Band System and rates of pay are detailed at Appendix 1 of this Award.

##### 48.2 Job Evaluation

48.2.1 The job evaluation system is not applicable to employees specified as Wages Division Classifications.

48.2.2 Rates of pay as determined by job evaluation cannot be applied to existing contract bids for specified work.

48.2.3 A position's salary rate and salary band placement is determined by work assessments in accordance with Council's job evaluation policy and system, as varied from time to time.

48.2.4 The minimum salary rate attached to job evaluation scores of each salary band will reflect the work value of the position.

48.2.5 All positions will be reviewed upon job redesign, and regularly as positions become vacant in accordance With Council's job evaluation policy and system as varied from time to time.

##### 48.3 Salary Band System Principles

48.3.1 The Salary Band System provides for 10 salary bands to encompass all employees. The salary entry levels for the salary bands are sufficient to:

- (a) Differentiate between the successive management levels;
- (b) Acknowledge that job content at various levels will vary;
- (c) Properly cater for promotions; and
- (d) Allow for the enhancement and development of skills, increasing managerial or other responsibilities and personal development

48.3.2 The Salary Band System facilitates career development and supports career opportunities for individuals as well as the Council's reorganisation activities and enables the development of an effective Human Resource Strategy.

48.3.3 The implementation of Council's Performance Management Policy will further improve the multiskilling of employees by ensuring that employees are provided with skills development and opportunities and are recognised for the skills acquired.



48.3.4 The principles related to the Salary Band System will provide increased flexibility for the Council to manage change in the work place, achieve corporate goals, and to foster the development of skills by:

- (a) Mixing and matching of jobs;
- (b) Training and management development;
- (c) Provision of adequate study leave for approved courses;
- (d) Job rotation by agreement between the employee and the Council;
- (e) Vertical and horizontal job re-design which will lead to substantial benefit to employees with more interesting work being performed;
- (f) Career development based on merit and performance review; promotion based on merit, subject to vacancy and by means of competitive selection process;
- (g) Open and shared objective assessment of performance;
- (h) Ongoing elimination of restrictive work and management practices; and
- (i) The adoption of the Salary Band System provides a flexible framework for the classification of positions and the provision of remuneration based on merit.

#### **49. Allowances**

##### **49.1 Higher Grade Duties Allowance - Salaried Division Classifications**

49.1.1 Where an employee in the same salary band is directed to take on additional duties to provide short term relief (less than 3 months) then an allowance may be paid for the time the additional duties are performed.

49.1.2 Periods of acting in a role with a base salary rate higher than the employee receives for the employee's substantive position, of less than 4 consecutive working days will not be taken into account for the purposes of calculating higher grade duties allowance. Public holidays will be deemed to be working days for the purposes of this clause in accordance with Clause 8.4

49.1.3 Part-time employees whose ordinary days per week are 4 days or less, will be eligible for the allowance when they perform the additional duties consecutively for their number of weekly agreed ordinary days in the week.

49.1.4 An employee may be paid a proportion of the higher duties allowance equivalent to the proportion of functions performed in the higher salary band position.

##### **49.2 Allowances paid for acting on, and holding a range of trade licences**

Salary rates provided for in this Award are calculated to include as a permanent component of salary, and absorbed into rates of pay, those allowances contained in clause C.1 of Part C of Appendix 3 to this Award, as previously provided for in industrial agreements, and Clause 28 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

##### **49.3 Building Surveyor and Health Surveyor**

Salary rates for the classifications of Building Surveyor and Health Surveyor include as a permanent component of salary, and absorbed into rates of pay, an allowance of \$8-51 per week detailed in clause C.2 of Part C of Appendix 3 of this Award, as previously provided for in Clause 10(3a) and 10(3b) of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

#### 49.4 Supervisory Rates

An employee appointed to a supervisory position will have included in their salary and as rolled up rate the amounts previously prescribed in Table 2, Part B, Schedule B of the Sydney City Council (Wages Division-Wages and Conditions) Interim Award, and detailed in clause C.3 of Part C of Appendix 3 of this Award, which will for all purposes be absorbed into rates of pay for that position. This provision only applies to Leading Hands and Sub-Forepersons of Non-Tradespersons.

#### 49.5 First Aid Allowance

49.5.1 An employee, who holds the First Aid Certificate of the St. Johns Ambulance Association or a Certificate of equivalent status, may be nominated by management as the work areas First Aid Officer to assist with on-site first aid when called upon.

49.5.2 Employees in Salary Bands 1 to 6 who possess the Certificate and are nominated as a First Aid Officer will receive an allowance of \$2.06 per day, other than those employees who the City requires to hold the Certificate for their position.

49.5.3 Employees in Salary Bands 7 and above who possess the Certificate and are nominated as a First Aid Officer will not be eligible to receive the first aid allowance.

### **SECTION FOUR - CASUAL EMPLOYMENT**

Unless referred to in this section, or the below provisions, all other terms and conditions in the Award do not apply to casual employees.

The following Clauses, Parts and Appendices of the Award also apply to casual employees:

Part One - Preliminary Matters

Part Six - Other Matters

Clause 5 - Terms of Employment

Clause 11 - Work Health & Safety

Clause 14 - Anti-Discrimination

Clause 25 - Long Service Leave

Clause 35 - Pay increases

Appendix 1 - Rates of Pay

Appendix 3 - General Allowances and Condition

#### **50. Casual Employment**

##### 50.1 Definitions

For the purposes of this section only:

50.1.1 Ordinary Hourly Rate means the Ordinary Rate of Pay as defined in clause 4 of the Award divided by the employee's Ordinary Weekly Hours for the employee's classification.

50.1.2 Ordinary Daily Hours means 1/5th of the Ordinary Weekly Hours for the employee's classification.

## 50.2 Casual engagement

50.2.1 A casual employee means an employee engaged on a day to day basis, works intermittently in relieving work or work of a casual and/or unexpected nature, and is paid by the hour.

50.2.2 The Ordinary Weekly Hours for casual positions is 38 hours or 36.25 hours, as determined by the Council and rostered Monday to Sunday inclusive. In calculating Ordinary Weekly Hours, any hours worked each day which are in excess of the Ordinary Daily Hours will not be included.

## 50.3 Payment

50.3.1 A casual employee shall be paid the Ordinary Hourly Rate for their Ordinary Daily Hours worked in accordance with clause 50.2.2, plus a casual loading calculated in accordance with clause 50.3.5.

50.3.2 Casual employees who work outside the relevant spread of hours Monday to Friday (inclusive) identified at clause 6.3 of this Award are entitled to the applicable rotating shift penalty rate prescribed in clause 6.5.7(a) for Morning, Afternoon and Night Shifts, calculated in accordance with clause 50.3.4.

50.3.3 Casual employees who work on weekends and public holidays are entitled to penalty rates prescribed by clause 6.5.7(c), calculated in accordance with clause 50.3.4.

50.3.4 For the purposes of clauses 50.3.2 and 50.3.3 the hourly rate payable is calculated as follows:

- (a) the shift penalties are calculated on the Ordinary Hourly Rate;
- (b) the casual loading is calculated on the Ordinary Hourly Rate;
- (c) the Ordinary Hourly Rate, the applicable shift loading and the casual loading are combined to obtain the hourly rate payable to casual employees for hours worked in accordance with clauses 50.3.2 and 50.3.3.

### 50.3.5 Casual Loading

The casual loading is:

- (a) 25% calculated on the Ordinary Hourly Rate for employees in the Wages Division.
- (b) 23.5% calculated on the Ordinary Hourly Rate for employees in the Salary Division.

### 50.3.6 Additional provisions for casuals

- (a) A casual employee is not entitled to annual leave and sick leave provided for in this Award (whether paid or unpaid), or payment for a public holiday(s) falling on a day which they would normally have been required to work. The casual loading and applicable penalty rates are paid in lieu of these entitlements.
- (b) Casual loading is not payable on overtime, except for the first three hours of overtime on Monday to Friday for Salary Division employees, as those hours are calculated at the Ordinary Hourly Rate as per clause 46.3.

## 50.4 Overtime

50.4.1 Casual employees in the Salary Division who are eligible for overtime in accordance with clauses 46.1 and 46.2, and casual employees in the Wages Division who are eligible for overtime in accordance with clause 39, will be eligible for overtime as specified in those clauses.

50.4.2 Overtime is any hours worked in excess of the Ordinary Daily Hours or Ordinary Weekly Hours for the position.

50.4.3 Overtime rates will apply for:

- (a) Overtime worked Monday to Friday which is in excess of the Ordinary Daily Hours for the position. The applicable overtime rates are set out in clause 39.1 for Wages employees and clause 46.3 for Salary employees; or
- (b) Overtime worked on Saturday or Sunday in excess of the Ordinary Daily Hours for the position. The applicable overtime rates are set out in clause 9.3.2 and 9.3.3 respectively; or
- (c) Overtime worked on a Saturday or Sunday which is in excess of the Ordinary Weekly Hours for the position as calculated in accordance with 50.2.2. The applicable overtime rates are set out in clause 9.3.2 and 9.3.3 respectively.

50.4.4 Salary division employees entitled to the rotating shift penalty prescribed in clause 50.3.2, who work overtime in continuance of the Ordinary Daily Hours Monday to Friday (being overtime referred to in clause 50.4.3(a) only), will be paid the rotating shift penalty for the first three hours of overtime, as those hours are calculated at the Ordinary Hourly Rate as per clause 46.3.

50.4.5 A casual employee is not a shift worker for the purposes of clause 9.8 'overtime for shift workers'.

50.4.6 Minimum Break - clause 9.2 will apply to casual employees.

50.4.7 A casual employee who works overtime will be paid a meal allowance as follows:

- (a) For hours worked in excess and in continuance of the Ordinary Daily Hours:
  - i. \$15.61 on completion of 2 hours in excess of the Ordinary Daily Hours; and
  - ii. A further \$15.61 on completion of each subsequent 4 hours thereafter.or
- (b) A casual employee whose work starts and ends outside of the Ordinary Weekly Hours as calculated in accordance with 50.2.2 will be paid a meal allowance as follows:
  - (i) \$15.61 on completion of 4 hours; and
  - (ii) A further \$15.61 on completion of each subsequent 4 hours thereafter.

50.5.1 Meal and Crib Breaks - Ordinary Daily Hours

- (a) Where Ordinary Daily Hours are worked within the ordinary spread of hours, as specified in clause 6.3 (spread of hours), a casual employee will not be required to work more than five (5) hours without receiving an unpaid meal break of 30 minutes. Unpaid Meal breaks will be taken as directed.
- (b) Where Ordinary Daily Hours are worked on a Morning, Afternoon, Night, Saturday, Sunday or Public holiday shift exceeding 5 hours in duration, casual employees will receive a crib break of 30 minutes. Crib breaks will be taken as directed, will be part of Ordinary Daily Hours, and will be paid for at the rate applicable to the shift upon which the employee is engaged.

#### 50.5.2 Meal and Crib Breaks - Overtime

- (a) The following crib breaks will apply when overtime is worked:
  - (i) A crib break of twenty minutes will be granted for each 2 hours of overtime worked which is in excess of the Ordinary Daily Hours for the position Monday to Sunday. The crib break will be taken as directed, and paid at the overtime rate applicable;
  - or
  - (ii) A casual employee whose work starts and ends outside of the Ordinary Weekly Hours as calculated in accordance with 50.2.2 will be granted a crib break of 20 minutes at the completion of each 4 hours of overtime. The crib break will be paid at the overtime rate applicable if the employee is required to continue working after such crib break.
- (b) Council may direct any casual employee who becomes entitled to more than 1 crib break, to take the crib breaks in either separate or continuous periods, but will not require the employee to work continuously for more than five hours without a crib break.
- (c) In the case where the needs and requirements of the work so permit, the Council, if requested by an employee engaged on overtime, may extend the duration of any crib break to which the employee has become entitled, for a period not exceeding 1 hour to be taken as directed by Council. If the employee takes such a break then Council shall not be liable for any time taken in excess of 20 minutes, nor shall such .excess time count as time worked.
- (d) Except as provided above, in the calculation of overtime crib breaks shall b treated as part of the time worked

#### 50.6 Unpaid Bereavement Entitlements for Casual Employees

Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to cease work upon the death of a person prescribed in clause 24.2.1 paragraphs (a) to (e) of this Award. Any such absence is unpaid.

#### 50.7 Unpaid personal carer's entitlements for Casual Employees

50.7.1 Subject to the evidentiary and notice requirements in clauses 22.6 to 22.8 of this Award, casual employees are entitled to not be available to attend work, or to cease work if they need to care for a Person Concerned (as defined in clause 22.2) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. Any such absence is unpaid.

50.7.2 Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

50.7.3 The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual are otherwise not affected.

### **SECTION 5 - APPENDICES**

Appendix 1 - Rates of Pay

Appendix 2 - Annual Tool Allowances

Appendix 3 - General Allowances and Conditions

Appendix 4 - Multi-skilling and Cross-skilling Agreement 1996

Appendix 5 - Table of 9 Day Fortnight and 19 Day Month Pay Systems

Appendix 6 - Workplace Change, Redundancy and Redeployment - Employees commencing before 5 November 2009.

## APPENDIX 1 - RATES OF PAY

### SALARY DIVISION

| Salary Band | Salary Range - effective first pay period from on or after 1 July 2017 |           |
|-------------|--|-----------|
|             | Minimum  | Maximum   |
| Band 1      | \$36,050   | \$57,315  |
| Band 2      | \$59,051   | \$65,969  |
| Band 3      | \$67,260   | \$76,182  |
| Band 4      | \$77,759   | \$88,222  |
| Band 5      | \$89,196   | \$100,099 |
| Band 6      | \$102,424  | \$116,404 |
| Band 7      | \$118,304  | \$132,573 |
| Band 8      | \$135,154  | \$154,406 |
| Band 9      | \$157,090  | \$176,374 |
| Band 10     | \$179,767  | \$202,976 |

### WAGES DIVISION

| Wages Classification | Rate - effective first pay period on or after 1 July 2017 |
|----------------------|---|
| Grade 1              | \$47,373  |
| Grade 2              | \$48,553  |
| Grade 3              | \$49,776  |
| Grade 4              | \$50,378  |
| Grade 5              | \$51,643  |
| Grade 5A             | \$52,112  |
| Grade 6              | \$53,449  |
| Grade 7              | \$54,081  |
| Grade 8              | \$55,428  |
| Grade 9              | \$56,383  |
| Grade 10             | \$57,452  |
| Grade 11             | \$58,467  |
| Grade 12             | \$59,989  |
| Grade 13             | \$62,025  |
| Grade 14             | \$63,160  |
| Grade 15             | \$63,627  |
| Grade 15A            | \$64,183  |
| Grade 16             | \$64,751  |
| Grade 16A            | \$65,437  |
| Grade 17             | \$66,297  |
| Grade 17 A           | \$70,595  |
| Grade 18             | \$67,496  |
| Council Worker 1     | \$46,172  |
| Council Worker 2     | \$48,483  |
| Council Worker 3     | \$52,112  |
| Council Worker 4     | \$53,914  |

|                  |          |
|------------------|----------|
| Council Worker 5 | \$55,101 |
| CSO 1            | \$54,027 |
| CSO 2            | \$57,085 |
| CSO 2 A          | \$57,719 |
| CSO 3            | \$59,055 |
| CSO 4            | \$60,011 |
| Year 1           | \$32,125 |
| Year 2           | \$36,962 |
| Year 3           | \$42,189 |
| Year 4           | \$47,517 |

## **APPENDIX 2 - ANNUAL TOOL ALLOWANCES**

| Classification              | Annual Rate - effective first pay period after 1 July 2017 |
|-----------------------------|--|
| Bricklayer                  | \$1,218  |
| Carpenter and Plumber       | \$1,641  |
| Metal and Mechanical Trades | \$1,641  |
| Painter and Sign writer     | \$495  |
| Plasterer                   | \$1,393  |
| Electrician                 | \$1,095  |
| Stonemason                  | \$1,641  |

## **APPENDIX 3 - GENERAL ALLOWANCES AND CONDITIONS**

### **PART A**

#### **WAGES CLASSIFICATION ALLOWANCES THAT MAY BE ANNUALISED (REFER TO CLAUSE 18)**

The conditions, money and allowances prescribed in this Part shall not, except as otherwise expressly provided:

be regarded for the purposes of this award, as part of the Ordinary Rate of Pay attaching to an employee's appointed, classification or level;

be cumulative, where more than one of such conditions exists at the same time provided that in these circumstances the highest rate shall be paid.

#### **A.1 Abnormal conditions allowances**

The provisions of this subclause shall not apply to any employee who is employed in a grade, classification or level in the Cleansing and Waste unit, City Infrastructure and Traffic Operations unit and Fleet Services (formerly known as the "Cleansing Group", "Building Trades Group", "Electrical Trades Group" and "Metal Trades Group").

An employee required to work:

- (i) in a confined space, the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation;
- (ii) without protective clothing provided by Council in a wet place where water is continually dripping on the employee so that clothing and boots become wet and where there is water underfoot;
- (iii) in a place where the temperature is artificially raised to 46C or above
- (iv) in a place where temperature is artificially reduced to 0C or below

- (v) on a ladder at a height of more than 6 metres above the nearest horizontal plane
  - (vi) in tunnels, underground shafts or drives
  - (vii) using a noxious spray
  - (viii) under dirty dusty or otherwise abnormal conditions not usually encountered by the employee in the normal exercise of his/her trade, craft or calling
  - (ix) In childcare centres whilst changing nappies
- shall be paid an additional \$0.45 per hour whilst so engaged.

A.2 In Charge of Plant During Meal Break

An employee, other than a Shift Worker in a continuous process, in charge of plant during a meal break, shall be paid on each occasion \$2.38 per hour

A.3 Explosive Tools

An employee using a Ramset Gun or similar explosive tool, shall be paid an additional amount of \$1.13 per hour

A.4 Removal of Dead Animals

An employee required to handle a dead animal for the purpose of removal, shall be paid for every such animal so removed an additional amount of \$1.47 with a maximum amount on any one day of \$5.96.

A.5 Driving Lorry with Trailer Attached

An employee engaged in driving a lorry with a trailer attached shall be paid an allowance of \$6.40 per day whilst so engaged. The allowance will not apply when this task is specified in the employee's position description and the allowance has been absorbed to the salary rate of the position.

A.6 Asbestos Allowance

Employees required to use materials containing asbestos, or to work in close proximity to employees using such materials, shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employee shall be paid \$0.68 per hour extra whilst so engaged.

A.7 Transporting piano

An employee engaged in operating a "Crown" fork lift whilst transporting a piano shall be paid \$4.38 per day

A.8 Additional Allowances for Tradespersons & Other Employees

The provisions of this subclause apply to tradespersons in grades, classifications or levels in the City Infrastructure and Traffic Operations Unit and Fleet Services (formerly known as the Building Electrical and Metal Trades Groups).

- (i) A tradesperson working at a tip or incinerator, on a refuse collection vehicle, in the hopper, on a conveyor of a street sweeping machine, in water tank of a flusher, inside compaction unit, shall be paid \$7.47 per day, or part thereof, whilst so engaged.



- (ii) A tradesperson or other employee engaged on a chokage and required to open up any soil pipe, waste pipe or drain pipe conveying offensive matter, shall be paid \$5.76 per day, or part thereof, whilst so engaged.
- (iii) A painter required to use power, electrical or pneumatic operated tools in the preparation of any surface, shall be paid \$0.50 per hour for all work customary in the trade, whilst so engaged.
- (iv) A painter engaged in the removal of rust from, or repainting or other like work within the hopper or street sweeper, or the water tank of a flusher shall be paid whilst so engaged \$0.47 per hour or part thereof with a minimum payment of \$2.34 per day for any such work on any day in excess of 1 hour.

## **PART B**

### **ALLOWANCES PERTAINING TO DUTIES THAT ARE NOT BEING PERFORMED BY EMPLOYEES AS AT THE DATE OF THIS AWARD**

B.1 As per clause 9 of the Council of the City of Sydney (Wages Division - Wages and Conditions) Award 1990.

9.1(b) Abnormal conditions allowances - all @ \$0.45/hour each

attending fires in hot water boilers, or burning refuse in incinerators in residential properties owned by Council

working on a swinging stage or bosun's chair

cleaning the external side of windows over 3 meters above nearest horizontal plane

9.5 Collection of moneys @ \$0.48

9.11 Slagwool etc @ \$0.59

B.2 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

10.2 Taking of verbatim notes in shorthand @ \$10.34 for first half hour and \$5.34 for each succeeding half hour

## **PART C**

### **ALLOWANCES THAT HAVE BEEN ANNUALISED INTO RATES OF PAY (REFER TO CLAUSES 49.2, 49.3 AND 49.4)**

C.1 As per clause 28.1(a), (b), 2(i-vii), 5, 6 and 7 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990:

28.2 Payment of allowances to supervising tradespersons who hold and act on licences:

Plumbers', Gasfitters' and/or Drainers' licences; or

Drainers Licence

both Plumbers and Gasfitters or Drainers

both Gasfitters and Drainers

both Plumbers, Gasfitters and Drainers

payment of allowance for the holding of the Certificate of Registration issued by the Building Services Corporation

payment of allowance where required to be registered under the Motor

Vehicle Repair Act

payment of allowance for holder of "A" Grade Electrician's Licence issued under the *Electricity Development Act 1945*

C.2 As per clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990:

10.3a Building Surveyor having completed the Associate Diploma Health and Building or Post Certificate Course of Health Surveyors from TAFE

10.3b Health Surveyor having completed a Post Certificate Course for Building Surveyors by TAFE

C.3 Supervisory rates

As per Table 2, Part B, Schedule B of the Sydney City Council (Wages Division - Wages and Conditions) Interim Award

| Clause | Brief Description  |
|--------|--|
| 16.1.4 | Supervisory Classification - Leading Hand<br>Sub-Foreperson:<br>Town Hall Attendants<br>Sub-Foreperson |

## **APPENDIX 4**

### **TRADES GROUP MULTI-SKILLING & CROSS SKILLING AGREEMENT 1996**

Higher Duties Allowance Guidelines

Objectives

This Guideline shall provide the basis for maintaining, enhancing and rewarding the flexibility in work arrangements throughout the City Of Sydney Council, adopted by tradespeople and the range of skills and duties they exercise.

#### **1. The Parties**

The Council of the City of Sydney

Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union

(NSW Branch; Metal and Engineering Division)

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

Electrical Trades Union of Australia (NSW Branch)

Communications, Electrical, Electronics, Energy, Information, Postal, Plumbers and Allied Services Union of Australia (NSW Branch: Plumbing Division)

## **2. Intention**

This guideline shall only apply to Council employees that are employed in trades classification within the City of Sydney Council.

## **3. Duress**

This guideline was freely entered into, without duress, by all parties and all the parties support and endorse the provisions contained herein.

## **4. Award**

Award shall mean the City of Sydney Council (Wages Division - Wages and Conditions) Award which provides wages and conditions for the Trades employee of the Council. Apart from the clauses specified in this guideline all other clauses of the Award shall apply.

## **5. Provisions of the Agreement**

The Trades Groups Multi-skilling and Cross-skilling Higher Grade Duty Allowance Agreement shall operate to provide the flat gross allowance as detailed below. Conditions of employment not specified in this Guideline shall be established by the Award.

## **6. Multi-Skilling and Cross-Skilling Objectives**

The parties to this Guideline shall ensure that the level of multi-skilling and cross-skilling currently occurring within trades groups are supported and maintained. This Guideline shall also ensure that the level of multi-skilling and cross-skilling is continually extended so that total flexibility is achieved within the City of Sydney Council. Specifically the parties agree to work towards the following objectives;

The establishment of the broad range of skills and duties currently performed by tradespeople as the requirement for a skilled tradesperson within the City of Sydney Council.

The continuous expansion of the range of skills and duties tradespeople currently perform by encouraging them to actively seek opportunities to undertake training (on the job and off the job) which supports new areas of work and which further develops their skills. This training will be facilitated in accordance with the City of Sydney Council's policy on Training and Study Assistance Scheme.

The establishment of work relationships where the range of skills and duties performed by tradespeople are only limited by appropriate restrictions which flow from the requirement to hold special licences.

Advancing the flexibility in the relationships between the trades by encouraging the exercise of cross trade skills where such work is of an incidental nature to the duties performed by the tradesperson.

The provision of this allowance will not restrict any employee from seeking a reclassification in accordance to provisions and requirements stated within the terms and conditions of the City of Sydney Council (Wages Division - Wages Conditions) Award.

## **7. Multi-Skilling and Cross-Skilling Conditions**

A commitment to complete the questionnaire in accordance to guidelines.

The payment of this allowance will only be provided to an employee who has clearly demonstrated that they are carrying out multi-skilling and cross-skilling duties on a regular basis.

The removal of any work related bans currently undertaken by Trades employees within the City of Sydney Council and specifically bans in relation to Joint Development Agreement and the Customer Service Program.

Any withdrawal of or any refusal to undertake multi-skilling or cross-skilling duties by any trades person will result in the payment of the "Multi & Cross Skill Higher Grade Duty Allowance" being withdrawn. Payment

of the Allowance will only be recommenced from the date when the employee actually recommences the performance of all required multi-skilling and cross-skill duties.

For a new tradesperson to become eligible for the payment of the "Multi & cross Skill Allowance" the trades person must complete a maximum eligibility period of 12 months with, the City of Sydney Council. During this time the employee must be willing to undertake the necessary training to be able to carry out all required multi- skilling and cross-skilling duties.

Also the Tradesperson must be able to demonstrate that they are carrying out required multi-skilling and cross-skilling duties to a competent level.

### 8. Salary Increase

As recognition for the level of multi-skilling and cross-skilling currently undertaken and for agreement to establish the objectives as detailed in clause 7, Multi-skilling and Cross-skilling Objectives the nominated trades employees will receive a gross payment of \$25.00 per week effective from Monday 18 March 1996. This allowance will be called the "Multi & Cross Skill Higher Grade Duty Allowance" and will be paid in accordance of clause 8, Multi-skilling and Cross-skilling Conditions.

Note

All trades employees who are currently employed by the City of Sydney Council prior to the 18 March 1996 regardless of the length of their service will be eligible for this allowance; and

This allowance will not be paid when an employee is absent from on workers' compensation or on unpaid leave. This allowance will not be in addition to increases in rates, which flow from the implementation of the Joint Development Agreement 1996.

### 9. Dispute Settlement Procedure

The provision of clause 30, Dispute Settlement Procedures of this Award, apply.

## APPENDIX 5

### TABLE OF 9 DAY FORTNIGHT AND 19 DAY MONTH PAY SYSTEMS

(a) 9 Day Fortnight Pay System

| Week | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Hours Per Week |
|------|------------|------------|------------|------------|------------|----------------|
| One  | 8.06 hours | 8.06 hours | 8.06 hours | 8.06 hours | 8.06 hours | 40.3hours      |
| Two  | 8.06 hours | 8.06 hours | 8.06 hours | 8.06 hours | Day off    | 32.3 hours     |

Total house worked per fortnight = 72.5 hours, which is an average of 36.25 hours per week.

(b) 19 Day Month Pay System (38 hour week)

| Week  | Monday  | Tuesday | Wednesday | Thursday | Friday  | Hours Per Week |
|-------|---------|---------|-----------|----------|---------|----------------|
| One   | 8 hours | 8 hours | 8 hours   | 8 hours  | 8 hours | 40 hours       |
| Two   | 8 hours | 8 hours | 8 hours   | 8 hours  | 8 hours | 40 hours       |
| Three | 8 hours | 8 hours | 8 hours   | 8 hours  | 8 hours | 40 hours       |
| Four  | 8 hours | 8 hours | 8 hours   | 8 hours  | Day Off | 32 hours       |

Total hours worked per 4 week period = 152 hours, which is an average of 38 hours per week.

(c) 19 Day Month Pay System (36.25 hour week)

| Week  | Monday     | Tuesday    | Wednesday  | Thursday   | Friday     | Hours Per Week |
|-------|------------|------------|------------|------------|------------|----------------|
| One   | 7.63 hours | 7.63 hours | 7.63 hours | 7.63 hours | 7.63 hours | 38.15 hours    |
| Two   | 7.63 hours | 7.63 hours | 7.63 hours | 7.63 hours | 7.63 hours | 38.15 hours    |
| Three | 7.63 hours | 7.63 hours | 7.63 hours | 7.63 hours | 7.63 hours | 38.15 hours    |
| Four  | 7.63 hours | 7.63 hours | 7.63 hours | 7.63 hours | Day Off    | 30.52 hours    |

Total hours worked per 4 week period = 145 hours, which is an average of 36.25 hours per week

## APPENDIX 6

### WORKPLACE CHANGE, REDUNDANCY AND REDEPLOYMENT- EMPLOYEES COMMENCING BEFORE 5 NOVEMBER 2009

#### 13.1 Identification and Management of surplus positions

13.1.2 A position is surplus to the requirements when the City decides that:

- (i) It no longer requires the position to be performed by the relevant employee or by anyone; and
- (ii) This is not due to the ordinary customary turnover of labour.

13.1 A position may become surplus to requirement where:

- (i) The City has ceased or significantly diminished providing an activity/function; or
- (ii) The number of staff employed by the City exceeds that required for the efficient and economic operation of the City's services; or
- (iii) A review or restructure results in an area of the City's organisation being abolished or identifies a need for a different workforce skills profile in that area; or
- (iv) Employees cannot be used effectively in their substantive positions because of technological or other change in work methods, or changes in the nature, extent or organisation of the functions of the City.

13.1.4 Where an employee occupies a position that the City decides is surplus to requirements, the employee and the relevant union will be advised of this in writing by the Chief Executive Officer.

13.1.5 After receiving written notification in accordance with Clause 13.1.4 the employee whose position is surplus to requirements will receive four weeks formal notice during which the employee may elect to either;

- (i) Apply for voluntary redundancy; or
- (ii) Participate in the City's redeployment and retaining program.

13.1.6 Decisions to approve or reject an application for voluntary redundancy will be made by the Chief Executive Officer having regard to the City's operational requirements and the potential for the employee to be redeployed.

13.1.7 If an employee elects not to accept voluntary redundancy, the City will commence an assessment of the employee's skills, abilities, knowledge and training needs against any employment

opportunities which are or may be available before the expiration of the employee's notice period.

13.1.8 This award does not prevent either party from agreeing to some other arrangement in respect of redeployment and/or redundancy where special circumstances arise. For example, where an opportunity for redeployment will arise after the expiration of the employee's notice period, the employee may agree, in writing, to take a period of paid or unpaid leave pending redeployment to that position or where training is required, the City may appoint the employee in an acting capacity.

13.1.9 Once the City decides that a position is surplus to requirements, the options available to the employee occupying that position will be explored as soon as practicable in accordance with the processes of this Award.

## 13.2 Voluntary Redundancy

13.2.1 Regardless of the employee's age or entitlement to any superannuation retirement benefit, an employee whose position is to be made redundant will be given the opportunity to apply for a voluntary redundancy.

13.2.2 Notwithstanding clause 13.2.1, there is no right to voluntary redundancy. The City reserves the right to reject applications for voluntary redundancy, having regard to its overall staffing requirements and the need to retain appropriate skills and expertise within its organisation.

13.2.3 Voluntary redundancy may be offered to an employee whose position will become surplus to requirements because:

- (i) A facility will be closed and/or services or functions are being transferred to an external contractor or discontinued; or
- (ii) Substantial restructuring has or will be occurring with the City; or
- (iii) The skills and knowledge specific to a particular group of employees is no longer in demand.

13.2.4 Where an employee is requested to express interest in voluntary redundancy, the Executive Member will be required to certify that the position held by the employee who is being offered voluntary redundancy is surplus to requirements.

## 13.3 Ranking of employees

13.3.1 Where there are multiple employees performing a position which the City decides is surplus to requirements, in order to decide which employee's will have their position made redundant, the City, in consultation with relevant unions, rank employees on the basis of merit through:

- (i) Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent, and the conduct and performance (where appropriate) of affected employees; or
- (ii) Reference to performance, where an employee's conduct and performance has been assessed in accordance with the City's Performance Management Policy over a period of at least 12 months preceding the date the City decides the employee's position is surplus to requirements.

13.3.2 An employee who occupies a position that may be made redundant as surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in clause 13.3.1.

13.3.3 Employees whose skills/experience least match the requirements of the existing available positions or who, on a comparative basis, have a lesser level of performance, will be targeted for voluntary redundancy.

#### 13.4 Forced Redundancy

13.4.1 Forced redundancy will only arise where an employees does not apply for voluntary redundancy and refuses to participate in the City's redeployment program.

13.4.2 Refusal to participate in the City's redeployment program may be established by the employee:

- (i) Declining a meaningful and appropriate offer of redeployment. A meaningful and appropriate offer of redeployment is one that involves redeployment to an available position which:
  - (a) The employee would be capable of performing after receiving a maximum of eight weeks training;
  - (b) Is no lower than two (2) salary band levels below the employee's substantive position (applies to Salary division only).
- (ii) Refusing to actively participate in a training, development or redeployment program. This includes:
  - (a) Refusing short-term work placements or special assignments;
  - (b) Refusing directions under a work plan;
  - (c) Failing to actively participate in training.
- (iii) Failing to meet the City's standards of conduct as prescribed in the Code of Conduct.
- (iv) Failing to meet the performance standards for a position/project in which the employee is placed during a redeployment and/or training program.

13.4.3 The entitlements associated with forced redundancy differ from those associated with voluntary redundancy.

#### 13.5 Transfer of Business Redundancy

13.5.1 A transfer of business redundancy occurs where an employee elects to transfer their employment to an external contractor of the City.

13.5.2 Where an external contractor is successful in a tender and a tender provides for the transfer of City employees to the contractor, an employee whose position the City decides is surplus to requirements will have the following options:

- (i) Apply for a voluntary redundancy; or
- (ii) Remain with the City and participate in the redeployment and training program; or
- (iii) Transfer employment to work under the contractor, where appropriate.

13.5.3 If an employee wishes to return to the City's employ, the employee must pay back their termination payment (excluding annual leave) in full upon recommencement. This will enable the employee and the city to meet taxation obligations with regard to concessional tax provisions and to retain the employee's continuity of service with the City.

13.5.4 The employee's entitlements upon transfer of business redundancy will be equivalent to that listed in the *New South Wales Protection Act 1982* (or amendments).

### 13.6 Redeployment

13.6.1 Where an employee who occupies a position that the City decides is surplus to requirements does not elect to become voluntarily redundant the employee will be offered the opportunity to be redeployed.

13.6.2 Employees who wish to be redeployed are required to cooperatively participate in the City's redeployment program. The City's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is practicably possible.

13.6.3 Where redeployment is an employee's preference, the City will assess an employee's suitability for participation in the redeployment program and will assign the employee tasks, responsibilities and training opportunities in accordance with the City's redeployment and redundancy procedures as contained in this Award.

13.6.4 To assist the City to successfully redeploy employees, employees who are interested in redeployment must:

- (i) Actively pursue development opportunities;
- (ii) Seek out alternative placements;
- (iii) Compete on merit for advertised positions of a higher level for which they may be suitable;
- (iv) Accept any reasonable offer of appropriate alternative work.

13.6.5 While the City will take reasonable steps to secure a permanent position for employees whose position is to be made redundant, it may also be necessary for those employees to:

- (i) Accept a corporate and operational project assignment or temporary position; and/or
- (ii) Participate in a skills development or training program; and/or
- (iii) Accept a position at a lower level to the position the employee previously held.

### 13.7 Corporate and Operational Project Assignments

13.7.1 Corporate and operational projects are fixed term job assignments (of up to 12 months) on specified work. A project must have the approval of the Executive Member to be suitable for assignment.

### 13.8 Ranking of employees

13.8.1 Where there are a number of employees whose positions the City decides are surplus to requirements, the same principles in respect of ranking of employees for redeployment opportunities will apply as set out in clause 13.3.1-13.3.3.

### 13.9 Salary Maintenance

13.9.1 Where an employee elects to participate in the City's redeployment program, the employee will retain the salary rate attached to their substantive position (ie the position held immediately prior to being placed in the redeployment program) until the employee is permanently appointed to another position.



13.9.2 Maintenance of a higher duties allowance for redeployees will be paid where, at the date of redeployment, the redeployee has been employed continuously on higher duties in excess of twelve (12) months. In this case higher duties payment will continue as salary maintenance.

13.9.3 An employee's salary rate in their substantive position will include payment of the following allowances:

- (i) Shift allowances;
- (ii) Supervisory allowances;
- (iii) Tool allowances; and
- (iv) Multiskilling allowances.

13.9.4 The allowances in clause 13.9.3 will only be included in the employee's salary rate where the allowance was paid for a continuous period of at least twelve (12) months immediately preceding the date on which the employee's position was identified as surplus to the requirements.

13.9.5 An employee who is redeployed to a position which has a lower salary rate to the salary rate of the employee's substantive position will continue to receive salary maintenance at the salary rate of their substantive position until the employee is permanently appointed to another position of equal job evaluation (i.e. salary band level).

#### 13.10 Refusal to participate in Redeployment Program

13.10.1 An employee who refused to participate in the City's redeployment program will be counselled in accordance with the City's policies.

13.10.2 An employee whose position the City decides is surplus to requirements who does not apply for a voluntary redundancy and who refuses to participate in the redeployment program will only receive salary maintenance for a period of six (6) months. This salary maintenance period will apply from the date the employee is notified that their position is surplus to requirements.

13.10.3 An employee who refuses redeployment who has been receiving salary maintenance in excess of six (6) months will be made redundant in accordance with the forced redundancy provisions of this Award.

13.10.4 An employee who refuses redeployment who has been receiving salary maintenance will be subject to formal performance based advancement through the salary range of their previously held position. Future pay adjustments will also apply to the salary rate of the employee's previously held position.

#### 13.11 Preferential Job Placement

13.11.1 Where the City identified a vacant position within its organisation, the City will prefer redeployment of employees to the available position to the external vetting of candidates. The City's preference in this regards is subject to:

- (i) Suitable employee(s) being available for redeployment. Suitability will be assessed with regard had to the minimum skill level of the employee(s) and the requirements of the vacant position as well as the overall ability of the employee(s) to adequately perform the duties of the position after having received appropriate training and within a reasonable time-frame after redeployment; and
- (ii) The salary rate of the vacant position being no greater than the employee's salary rate in their substantive position.

- 13.11.2 The suitability of an employee for redeployment to a vacant position will be determined with reference to the employee's:
- (i) Qualifications, experience and skills; and
  - (ii) Salary level; and
  - (iii) Personal circumstances; and
  - (iv) Willingness to participate in training, if required.
- 13.11.3 When an employee whose position is surplus to requirements is advised of a suitable position (either temporary or permanent) for redeployment, the employee will also be provided with information relevant to the position, including job description, selection criteria, an organisation chart and particulars of required training. A reasonable opportunity will be afforded to the employee to obtain all relevant information pertaining to the position.
- 13.11.4 If two or more employees are assessed as suitable for redeployment to a position, the employee offered the appointment to the position will be determined in accordance with the City's merit based selection procedures and practices.
- 13.11.5 An employee who is not selected for redeployment to an available position will be provided with a written statement from the Executive Member detailing why the employee was not redeployed to the position.
- 13.11.6 A decision by the City whether or not to appoint an employee to an available position is not subject to appeal.

## 13.12 Training

Where an employee is not able to be placed immediately into an available position, the City may offer appropriate training. While the City recognises its role in providing training to an employee whose position is identified as surplus to requirements, employees have no rights of access to formal training at the City's expense. Whether or not training will be offered to an employee will be decided by the City after considering.

- (i) The cost of training against the benefit to the quality of the City's services;
  - (ii) The likelihood of placement after training is completed;
  - (ii) The need to fill the available position in a timely manner;
  - (iv) The degree of training required to equip the employee to adequately perform the duties of the available position;
  - (v) The employee's prior work performance; and
  - (vi) The employee's satisfactory completion of previous training programs.
- 13.12.1 Where the city takes the view that training is appropriate and the employee who is offered redeployment is willing to undertake the training, the City, in consultation with the employee, will develop an appropriate training program.
- 13.12.2 Any training program that the City requires an employee to carry out will be at the expense of the City and, where possible, will be undertaken outside the employee's normal working hours, the employee will be granted time off in lieu for the prescribed course hours.

- 13.12.3 At any time during the training period, where appropriate, the employee will be entitled to preferential appointment to an available position which does not require training.
- 13.12.4 An employee who requires training to perform the duties of an available position may occupy the position in an acting capacity while the training is carried out.
- 13.12.5 Where training has been deemed necessary for redeployment of an employee, the employee must satisfactorily complete all training requirements before permanent appointment to the available position. In the event that the employee does not satisfactorily complete all training requirements, the City may revoke the offer to redeploy the employee to the available position.

#### 13.13 Contract Employees

- 13.13.1 For the purpose of this award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.
- 13.13.2 Consistent with this Award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.
- 13.13.3 If, in the event of workplace change initiatives (restructuring, competitive tendering etc.), the employee's services can be utilised in a similar role or capacity where there is no loss in the employee's salary, the duties and responsibilities of an employee who is employed under the terms and conditions of a written fixed-term contract may be varied. Any variation will be by agreement, in writing, between the City and the employee concerned. An agreement to vary the duties and responsibilities of a contract employee may not be unreasonable withheld by either party.
- 13.13.4 The termination provisions of the Contract of Employment will prevail if the employee's services cannot be utilised in a similar role or capacity without loss of salary by the employee.

#### 13.14 Voluntary Redundancy resulting from redeployment action

- 13.14.1 Employees who occupy positions that have been identified as surplus to requirements will be offered voluntary redundancy in the first instance.
- 13.14.2 Employees who, in lieu of voluntary redundancy, elect to participate in the City's redeployment program will remain eligible to apply for voluntary redundancy at any time while placed in the program.
- 13.14.3 Once an employee has been permanently appointed to an appropriate position, they will no longer be eligible to participate in the redeployment program or apply for voluntary redundancy.

#### 13.15 Transfer of Redundancy Application (mix and match arrangements)

- 13.15.1 Where an employee, other than an employee occupying a position that has been identified as being surplus to requirements, wishes to apply for voluntary redundancy, the City may accept the voluntary redundancy application and allow redeployment of the employee originally identified for voluntary redundancy.

#### 13.16 Employee Assistance and Counselling

- 13.16.1 Employees who accept voluntary redundancy or elect to participate in the City's redeployment and retraining program will be entitled to assistance and information which may include:

- (i) Stress management counselling;
- (ii) Vocational counselling which may include career transition, training opportunities and occupational information;
- (iii) Information on programs to upgrade skills or acquire new skills;
- (iv) Financial counselling on matters associated with taxation, superannuation and financial management;
- (v) Assistance with job search, resume preparation and interview skills.

### 13.17 Consultation

13.17.1 This award recognises the rights of unions to represent the interests of employees through consultation and or negotiation with the City where the City is in the process of implementing workplace change.

13.17.2 Where the city decides that a position(s) is surplus to requirements the following consultative arrangements will apply:

- (i) The City will advise the relevant union and employees that the employees positions have been identified as surplus to requirements;
- (ii) The City will provide the union with all relevant information pertaining to the employees concerned, including classifications and work locations;
- (iii) Discussions between the City and Union will cover the reasons for the surplus staffing situation and the measures,
 

if any, which could be taken to reduce the incident of employees becoming surplus to requirements;
- (iv) After consulting with the relevant union and affected employees, the employees whose positions are deemed surplus to requirements will be given written notification of the redundancy of their positions and will be given further information in respect of the redeployment and training options available to them.

### 13.18 Redundancy Entitlements

13.18.1 The Basis for calculating a redundancy entitlement

13.18.2 For the purpose of calculating any payment under the schedules contained in this clause "weeks pay" means the ordinary rate of pay for a week's work for the employee concerned except where an employee:

- (i) Has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the employees "weeks pay" will be derived from the employee's salary in a higher position at that date; or
- (ii) Has been receiving an allowance (e.g. shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the weekly average amount of the allowance received during the twelve (12) month period will be counted as part of the "weeks pay".

- 13.18.3 For the purpose of calculating any payment under the Schedules in this clause "years of service" means completed full years of service from the date the employee commenced employment with the City.

#### 13.19 Voluntary Redundancy

| Schedule  | Weeks        |
|---|--------------|
| Termination pay in lieu of notice                     | 4            |
| Job Search Allowance                                  | 10           |
| 4 weeks pay per year of service for the first 5 years | 20 (maximum) |
| 2 weeks pay per year or service thereafter            | 18 (maximum) |
| Maximum Available                                     | 52 weeks     |

- 13.19.1 Sick leave accrual prior to 14 February 1993 will be paid out to a maximum of 14 weeks.
- 13.19.2 Gratuity entitlements, as per the Applicable award will be paid out.
- 13.19.3 Out-placement services up to a value of \$3,000 per person will be provided, where requested by the employee concerned.

#### 13.20 Forced Redundancy

- 13.20.1 Forced redundancy payments will be based on the voluntary redundancy benefits with the following exceptions:
- (i) The job search provisions will not apply;
  - (ii) The maximum weeks available will be limited to 42 weeks;
  - (iii) No out-placement services will be provided.

#### 13.21 Transfer of business Redundancy

The Employment Protection Regulation 2001 (New South Wales) - Schedule 1 - Scale of Severance Payments

| Length of continuous service by employee | Rate for calculation of amount of severance payment |                                     |
|--|---|-------------------------------------|
|  | If employee is less than 45 years of age            | If employee is over 45 years of age |
| Less than 1 year                         | Nil   | Nil                                 |
| More than 1 years but less than 2        | 4 weeks pay   | 5 weeks pay                         |
| More than 2 years but less than 3        | 7 weeks pay   | 8.75 weeks pay                      |
| More than 3 years but less than 4        | 10 weeks pay  | 12.5 weeks pay                      |
| More than 4 years but less than 5        | 12 weeks pay  | 15 weeks pay                        |
| More than 5 years but less than 6        | 14 weeks pay  | 17.5 weeks pay                      |
| More than 6 years                        | 16 weeks pay  | 20 weeks pay                        |

#### 13.22 Re-employment and or Re-engagement of Employees

- 13.22.1 Employees who have left employment with the City due to redundancy, except for employees who have accepted a transfer of business redundancy entitlement, will not be re-employed or engaged in any capacity within fifty two (52) weeks from their separation date.
- 13.22.2 Clause 13.17 applies equally to situations where individuals are employed or engaged on a permanent, casual, agency, consultancy or contract basis in respect of:

- (i) A full-time or part-time employee or contract basis in respect of:
  - (ii) Company trust, partnership or sole trader where the ex-employee is a principal; or
  - (iii) An employee of a contractor, consultancy or agency which has a separate legal entity to the employee.
- 13.22.3 For all hiring and recruitment, the delegated officer is to certify that the person being hired did not leave the City's employment due to redundancy within fifty two (52) weeks from the commencement date.
- 13.22.4 For all engagements of contractors or consultants, the engaged manager is to certify that the contractor or consultant performing the work or providing the services did not leave the City's employment due to redundancy within fifty two (52) weeks from their engagement date. This should be verified by a written statement from the contracting or consultancy company or agency.
- 13.22.5 Exceptions to this requirement may only be approved by the Chief Executive Officer and cannot be sub-delegated. The Lord Mayor and the relevant union must be advised of an approval under this clause.
- 13.22.6 Where exceptions are approved, employees who are re-employed or re-engaged will be made aware of their financial responsibilities with respect to superannuation and redundancy payments paid at concessional taxation rates.

P. M. KITE, Chief Commissioner.

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## TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of employees.

(Case No. 2018/27160)

Before Chief Commissioner Kite

5 May 2018

### VARIATION

1. Delete subclause (vii) of Schedule 1, Rates of Remuneration of the Determination published 11 July 2008 (366 I.G. 274) as varied, and insert in lieu thereof the following:
  - (vii) The rates contained within this schedule shall take effect from the first full pay period to commence on or after 5 June 2018.

| Car Carriers Contract Determination Rate Adjustment |           |           |          |                   |               |                 |
|---|-----------|-----------|----------|-------------------|---------------|-----------------|
| Percentage variation = 3.00%                        |           |           |          |                   |               |                 |
| Category  | Old Value | New Value | % Change | Current Weighting | New Weighting | Reset Weighting |
|   | \$        | \$        |          | \$                | \$            | \$              |
| Wages   | 722.10    | 763.80    | 5.77%    | 40.94             | 43.30         | 41.88           |
| Capital   | 95.9      | 93.3      | -2.71%   | 14.31             | 13.92         | 13.46           |
| Insurances  | 111.8     | 124.9     | 11.72%   | 11.97             | 13.37         | 12.93           |
| Registration  | 120.7     | 126.8     | 5.05%    | 5.52              | 5.80          | 5.61            |
| R&M   | 106.3     | 108.9     | 2.45%    | 6.30              | 6.45          | 6.24            |
| Tyres   | 106       | 109.5     | 3.30%    | 1.20              | 1.24          | 1.20            |
| Fuel  | 115.23    | 111.68    | -3.08%   | 17.36             | 16.83         | 16.27           |
| Admin   | 108.6     | 112.5     | 3.59%    | 2.40              | 2.49          | 2.40            |
|   |           |           |          | 100.00            |               | 100.00          |

2. Delete Tables "A", "B", "C", "D", "E" and "F" of Schedule 1, Rates of Remuneration and insert in lieu thereof the following:

**Table A - (Including 2% Trailer Hire)**

| Local Work                                |                      |                      |                      |                      |                      |                  |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|------------------|
| Zone Rates per Car Carriage - Prime Mover |                      |                      |                      |                      |                      |                  |
| Zone                                      | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$ | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$ | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| 1   | 34.72                | 55.02                | 72.73                | 90.21                | 99.63                | 40.60            |
| 2   | 52.46                | 81.81                | 103.09               | 124.88               | 136.66               | 61.35            |
| 3   | 67.24                | 103.29               | 127.38               | 154.86               | 169.23               | 78.58            |
| 4   | 79.03                | 121.51               | 151.52               | 184.89               | 201.62               | 92.43            |
| 5   | 87.91                | 146.21               | 175.74               | 214.86               | 234.19               | 102.78           |

| Rates Per Car Delivered |                      |   |  |                              |                      |                  |
|-------------------------|----------------------|---|--|------------------------------|----------------------|------------------|
| Zone                    | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$                        | 4 Car Capacity<br>\$                   | 5 Car Capacity<br>\$         | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| 1                       | 34.72                | 18.35                                       | 18.19                                  | 18.12                        | 16.60                | 40.60            |
| 2                       | 52.46                | 27.27                                       | 25.77                                  | 24.97                        | 22.77                | 61.35            |
| 3                       | 67.24                | 34.44                                       | 31.86                                  | 30.96                        | 27.08                | 78.58            |
| 4                       | 79.03                | 40.51                                       | 37.90                                  | 36.98                        | 33.62                | 92.43            |
| 5                       | 87.91                | 48.74                                       | 43.93                                  | 42.97                        | 39.04                | 102.78           |
| Vehicle                 |                      | Standing and Running Rate<br>per Hour<br>\$ |  | Standing Rate per Hour<br>\$ |                      |                  |
| 1 car                   |                      | 44.32                                       |  | 34.37                        |                      |                  |
| 3 car                   |                      | 53.65                                       |  | 42.61                        |                      |                  |
| 4 car                   |                      | 60.64                                       |  | 48.49                        |                      |                  |
| 5 car                   |                      | 64.31                                       |  | 50.78                        |                      |                  |
| 6 car                   |                      | 69.55                                       |  | 55.51                        |                      |                  |
| 1 car tilt              |                      | 51.81                                       |  | 39.70                        |                      |                  |
| Intrastate Work         |                      |   |  |                              |                      |                  |
| Vehicle                 |                      |   | Standing and Running Rate cents per Km |                              |                      |                  |
| 1 Car                   |                      |   | 85.40                                  |                              |                      |                  |
| 3 Car                   |                      |   | 122.32                                 |                              |                      |                  |
| 4 Car                   |                      |   | 135.43                                 |                              |                      |                  |
| 5 Car                   |                      |   | 150.27                                 |                              |                      |                  |
| 6 car                   |                      |   | 161.55                                 |                              |                      |                  |
| 1 car tilt              |                      |   | 100.19                                 |                              |                      |                  |

**Table B - Local Work**

| Local Work  |                      |   |                      |                              |                      |                  |
|---|----------------------|---|----------------------|------------------------------|----------------------|------------------|
| Zone Rates per Car Carriage - Prime Mover & Trailer |                      |   |                      |                              |                      |                  |
| Zone  | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$                        | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$         | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| 1   | 36.14                | 61.64                                       | 82.36                | 104.24                       | 114.21               | 43.99            |
| 2   | 54.60                | 91.70                                       | 116.53               | 143.87                       | 158.70               | 66.48            |
| 3   | 69.99                | 115.81                                      | 143.96               | 178.28                       | 196.51               | 85.19            |
| 4   | 82.26                | 139.76                                      | 171.40               | 212.94                       | 234.19               | 100.21           |
| 5   | 91.51                | 163.88                                      | 198.79               | 247.42                       | 271.93               | 111.42           |
| Rates Per Car Delivered                             |                      |   |                      |                              |                      |                  |
| Zone  | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$                        | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$         | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| 1   | 36.14                | 20.56                                       | 20.60                | 20.85                        | 19.01                | 43.99            |
| 2   | 54.60                | 30.56                                       | 29.15                | 28.77                        | 26.44                | 66.48            |
| 3   | 69.99                | 38.60                                       | 35.98                | 35.66                        | 32.76                | 85.19            |
| 4   | 82.26                | 46.59                                       | 42.85                | 42.57                        | 39.04                | 100.21           |
| 5   | 91.51                | 54.63                                       | 49.70                | 49.47                        | 45.33                | 111.42           |
| Vehicle   |                      | Standing and Running Rate<br>per Hour<br>\$ |                      | Standing Rate per Hour<br>\$ |                      |                  |
| 1 car   |                      | 46.12                                       |                      | 36.08                        |                      |                  |
| 3 car   |                      | 60.14                                       |                      | 43.15                        |                      |                  |
| 4 car   |                      | 68.59                                       |                      | 49.63                        |                      |                  |
| 5 car   |                      | 74.04                                       |                      | 52.82                        |                      |                  |
| 6 car   |                      | 80.72                                       |                      | 68.19                        |                      |                  |
| 1 car tilt  |                      | 56.16                                       |                      | 43.46                        |                      |                  |



| Intrastate Work |  |
|-----------------|--|
| Vehicle         | Standing and Running Rate cents per Km |
| 1 Car           | 83.97                                  |
| 3 Car           | 130.34                                 |
| 4 Car           | 144.73                                 |
| 5 Car           | 160.73                                 |
| 6 car           | 167.78                                 |
| 1 car tilt      | 103.39                                 |

**Table C - (Including 2% Trailer Hire)**

| Local Work                                |                      |   |                      |                              |                      |                  |
|---|----------------------|---|----------------------|------------------------------|----------------------|------------------|
| Zone Rates per Car Carriage - Prime Mover |                      |   |                      |                              |                      |                  |
| Zone                                      | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$                        | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$         | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| 1   | 35.12                | 55.68                                       | 74.36                | 92.07                        | 101.33               | 40.57            |
| 2   | 53.08                | 82.82                                       | 105.38               | 126.98                       | 139.02               | 61.26            |
| 3   | 68.06                | 104.58                                      | 130.15               | 156.75                       | 171.98               | 78.54            |
| 4   | 80.03                | 126.30                                      | 154.93               | 187.93                       | 204.95               | 92.35            |
| 5   | 88.98                | 148.04                                      | 179.72               | 218.51                       | 237.92               | 102.74           |
| Rates Per Car Delivered                   |                      |   |                      |                              |                      |                  |
| Zone                                      | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$                        | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$         | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| 1   | 35.12                | 18.55                                       | 18.58                | 18.43                        | 16.90                | 40.57            |
| 2   | 53.08                | 27.59                                       | 26.33                | 25.40                        | 23.16                | 61.26            |
| 3   | 68.06                | 34.87                                       | 32.54                | 31.34                        | 28.65                | 78.54            |
| 4   | 80.03                | 42.10                                       | 38.75                | 37.58                        | 34.17                | 92.35            |
| 5   | 88.98                | 49.37                                       | 44.94                | 43.70                        | 39.67                | 102.74           |
| Vehicle                                   |                      | Standing and Running Rate<br>per Hour<br>\$ |                      | Standing Rate per Hour<br>\$ |                      |                  |
| 1 car                                     |                      | 44.88                                       |                      | 34.33                        |                      |                  |
| 3 car                                     |                      | 54.33                                       |                      | 42.60                        |                      |                  |
| 4 car                                     |                      | 62.52                                       |                      | 48.48                        |                      |                  |
| 5 car                                     |                      | 65.38                                       |                      | 50.76                        |                      |                  |
| 6 car                                     |                      | 70.68                                       |                      | 55.43                        |                      |                  |
| 1 car tilt                                |                      | 51.80                                       |                      | 39.67                        |                      |                  |
| Intrastate Work                           |                      |   |                      |                              |                      |                  |
| Vehicle                                   |                      | Standing and Running Rate cents per Km      |                      |                              |                      |                  |
| 1 Car                                     |                      | 87.46                                       |                      |                              |                      |                  |
| 3 Car                                     |                      | 125.76                                      |                      |                              |                      |                  |
| 4 Car                                     |                      | 142.26                                      |                      |                              |                      |                  |
| 5 Car                                     |                      | 156.10                                      |                      |                              |                      |                  |
| 6 car                                     |                      | 167.94                                      |                      |                              |                      |                  |
| 1 car tilt                                |                      | 100.13                                      |                      |                              |                      |                  |

**Table D - (Including 2% Trailer Hire)**

Port Kembla

| Local Work                                |                      |   |                      |                              |                      |                  |
|---|----------------------|---|----------------------|------------------------------|----------------------|------------------|
| Zone Rates per Car Carriage - Prime Mover |                      |   |                      |                              |                      |                  |
| Zone                                      | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$                        | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$         | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| Base rate                                 | 203.59               | 281.65                                      | 313.83               | 343.65                       | 370.76               | 237.85           |
| 1   | 225.76               | 308.49                                      | 344.15               | 379.24                       | 405.54               | 263.75           |
| 2   | 247.91               | 335.31                                      | 374.45               | 407.97                       | 440.31               | 289.68           |
| 3   | 270.06               | 362.14                                      | 404.78               | 440.12                       | 475.08               | 315.57           |
| 4   | 292.25               | 388.98                                      | 435.07               | 472.29                       | 509.85               | 341.50           |
| 5   | 342.10               | 449.32                                      | 503.30               | 544.66                       | 588.09               | 399.77           |
| Rates Per Car Delivered                   |                      |   |                      |                              |                      |                  |
| Zone                                      | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$                        | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$         | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| Base rate                                 | 203.59               | 93.89                                       | 78.44                | 68.73                        | 61.80                | 237.85           |
| 1   | 225.76               | 102.82                                      | 86.05                | 75.16                        | 67.59                | 263.75           |
| 2   | 247.91               | 111.77                                      | 93.63                | 81.59                        | 73.38                | 289.68           |
| 3   | 270.06               | 120.71                                      | 101.19               | 88.02                        | 78.06                | 315.57           |
| 4   | 292.25               | 129.65                                      | 108.78               | 94.46                        | 84.98                | 341.50           |
| 5   | 342.10               | 149.76                                      | 125.81               | 108.94                       | 98.00                | 399.77           |
| Vehicle                                   |                      | Standing and Running Rate<br>per Hour<br>\$ |                      | Standing Rate per Hour<br>\$ |                      |                  |
| 1 car                                     |                      | 44.32                                       |                      | 34.37                        |                      |                  |
| 3 car                                     |                      | 53.65                                       |                      | 42.61                        |                      |                  |
| 4 car                                     |                      | 60.64                                       |                      | 48.49                        |                      |                  |
| 5 car                                     |                      | 64.31                                       |                      | 50.78                        |                      |                  |
| 6 car                                     |                      | 69.55                                       |                      | 55.51                        |                      |                  |
| 1 car tilt                                |                      | 51.81                                       |                      | 39.70                        |                      |                  |
| Intrastate Work                           |                      |   |                      |                              |                      |                  |
| Vehicle                                   |                      | Standing and Running Rate cents per Km      |                      |                              |                      |                  |
| 1 Car                                     |                      | 85.40                                       |                      |                              |                      |                  |
| 3 Car                                     |                      | 122.32                                      |                      |                              |                      |                  |
| 4 Car                                     |                      | 135.43                                      |                      |                              |                      |                  |
| 5 Car                                     |                      | 150.27                                      |                      |                              |                      |                  |
| 6 car                                     |                      | 161.55                                      |                      |                              |                      |                  |
| 1 car tilt                                |                      | 100.19                                      |                      |                              |                      |                  |

**Table E - Port Kembla (Including 2% Trailer Hire)**

| Local Work                                |                      |                      |                      |                      |                      |                  |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|------------------|
| Zone Rates per Car Carriage - Prime Mover |                      |                      |                      |                      |                      |                  |
| Zone                                      | 1 Car Capacity<br>\$ | 3 Car Capacity<br>\$ | 4 Car Capacity<br>\$ | 5 Car Capacity<br>\$ | 6 Car Capacity<br>\$ | 1 Car Tilt<br>\$ |
| Base rate                                 | 203.59               | 296.68               | 331.63               | 365.34               | 390.70               | 249.30           |
| 1   | 226.65               | 326.79               | 366.38               | 402.36               | 431.06               | 277.38           |
| 2   | 249.73               | 356.85               | 400.65               | 439.37               | 471.43               | 323.34           |
| 3   | 272.77               | 386.92               | 434.95               | 476.38               | 511.80               | 333.54           |
| 4   | 295.83               | 416.99               | 469.24               | 513.40               | 552.16               | 361.60           |
| 5   | 347.74               | 484.66               | 546.39               | 596.69               | 642.99               | 424.81           |

| Rates Per Car Delivered |                   |  |                   |                           |                   |               |
|-------------------------|-------------------|--|-------------------|---------------------------|-------------------|---------------|
| Zone                    | 1 Car Capacity \$ | 3 Car Capacity \$                      | 4 Car Capacity \$ | 5 Car Capacity \$         | 6 Car Capacity \$ | 1 Car Tilt \$ |
| Base rate               | 203.59            | 98.89                                  | 83.03             | 73.07                     | 65.12             | 249.30        |
| 1                       | 226.65            | 108.93                                 | 91.58             | 80.48                     | 71.84             | 277.38        |
| 2                       | 249.73            | 118.97                                 | 100.17            | 87.88                     | 78.56             | 323.34        |
| 3                       | 272.77            | 128.99                                 | 108.74            | 95.26                     | 85.30             | 333.54        |
| 4                       | 295.83            | 139.01                                 | 117.32            | 102.69                    | 92.03             | 361.60        |
| 5                       | 347.74            | 161.57                                 | 136.61            | 119.35                    | 107.17            | 424.81        |
| Vehicle                 |                   | Standing and Running Rate per Hour \$  |                   | Standing Rate per Hour \$ |                   |               |
| 1 car                   |                   | 46.12                                  |                   | 36.08                     |                   |               |
| 3 car                   |                   | 60.14                                  |                   | 43.15                     |                   |               |
| 4 car                   |                   | 68.59                                  |                   | 49.63                     |                   |               |
| 5 car                   |                   | 74.04                                  |                   | 52.82                     |                   |               |
| 6 car                   |                   | 80.72                                  |                   | 61.37                     |                   |               |
| 1 car tilt              |                   | 56.16                                  |                   | 43.46                     |                   |               |
| Intrastate Work         |                   |  |                   |                           |                   |               |
| Vehicle                 |                   | Standing and Running Rate cents per Km |                   |                           |                   |               |
| 1 Car                   |                   | 83.97                                  |                   |                           |                   |               |
| 3 Car                   |                   | 130.34                                 |                   |                           |                   |               |
| 4 Car                   |                   | 144.73                                 |                   |                           |                   |               |
| 5 Car                   |                   | 160.73                                 |                   |                           |                   |               |
| 6 car                   |                   | 167.78                                 |                   |                           |                   |               |
| 1 car tilt              |                   | 103.39                                 |                   |                           |                   |               |

**Table F (Including 2% Trailer Hire)**

Port Kembla

| Local Work                                |                   |                   |                   |                   |                   |               |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|---------------|
| Zone Rates per Car Carriage - Prime Mover |                   |                   |                   |                   |                   |               |
| Zone                                      | 1 Car Capacity \$ | 3 Car Capacity \$ | 4 Car Capacity \$ | 5 Car Capacity \$ | 6 Car Capacity \$ | 1 Car Tilt \$ |
| Base rate                                 | 207.16            | 287.79            | 325.97            | 353.97            | 382.12            | 237.69        |
| 1   | 229.61            | 314.95            | 356.96            | 386.69            | 417.47            | 268.88        |
| 2   | 252.05            | 342.11            | 387.95            | 419.36            | 452.81            | 303.49        |
| 3   | 274.47            | 369.28            | 418.93            | 452.07            | 488.13            | 315.42        |
| 4   | 296.91            | 396.45            | 449.93            | 484.78            | 523.77            | 341.31        |
| 5   | 347.37            | 457.56            | 519.67            | 558.34            | 603.02            | 399.58        |
| Rates Per Car Delivered                   |                   |                   |                   |                   |                   |               |
| Zone                                      | 1 Car Capacity \$ | 3 Car Capacity \$ | 4 Car Capacity \$ | 5 Car Capacity \$ | 6 Car Capacity \$ | 1 Car Tilt \$ |
| Base rate                                 | 207.16            | 95.92             | 81.49             | 70.80             | 63.67             | 237.69        |
| 1   | 229.61            | 104.97            | 89.24             | 77.32             | 58.66             | 268.88        |
| 2   | 252.05            | 114.04            | 97.00             | 83.88             | 75.47             | 303.49        |
| 3   | 274.47            | 123.09            | 104.73            | 90.41             | 81.35             | 315.42        |
| 4   | 296.91            | 132.16            | 112.48            | 96.96             | 87.26             | 341.31        |
| 5   | 347.37            | 152.52            | 129.92            | 111.66            | 100.50            | 399.58        |

| Vehicle         | Standing and Running Rate per Hour \$  | Standing Rate per Hour \$ |
|-----------------|--|---------------------------|
| 1 car           | 44.88                                  | 34.32                     |
| 3 car           | 54.33                                  | 42.60                     |
| 4 car           | 61.99                                  | 48.48                     |
| 5 car           | 65.38                                  | 50.77                     |
| 6 car           | 70.68                                  | 55.43                     |
| 1 car tilt      | 51.80                                  | 39.67                     |
| Intrastate Work |  |                           |
| Vehicle         | Standing and Running Rate cents per Km |                           |
| 1 Car           | 87.46                                  |                           |
| 3 Car           | 125.76                                 |                           |
| 4 Car           | 142.26                                 |                           |
| 5 Car           | 156.10                                 |                           |
| 6 car           | 167.94                                 |                           |
| 1 car tilt      | 100.13                                 |                           |

3. Delete the table in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts, and insert in lieu thereof the following:

| Component             | Benchmark   | Current Index \$ | Current Weighting |
|-----------------------|---|------------------|-------------------|
| Wages                 | Road Transport and Distribution Award 2010, Grade Three Transport Worker  | 763.80           | 41.88             |
| Capital               | ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles  | 93.3             | 13.46             |
| Insurances            | ABS CPI Financial and insurance services, Insurance Services  | 124.9            | 12.93             |
| Registration          | ABS CPI, Transportation Group, Other Motoring Charges.  | 126.8            | 5.61              |
| Repairs & Maintenance | ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing   | 108.9            | 6.24              |
| Tyres                 | ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories  | 109.5            | 1.20              |
| Fuel                  | AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30. | 111.6818         | 16.27             |
| Administration        | ABS CPI, All Groups, Sydney   | 112.5            | 2.40              |
| Total                 |   |                  | 100.00            |

4. This variation shall take effect from the first full pay period to commence after 5 June 2018.

P. M. KITE, Chief Commissioner.