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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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PUBLIC HOSPITALS LIBRARY STAFF (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 192517 of 2022)

Before Chief Commissioner Constant

19 July 2022

AWARD**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Conditions of Employment
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing rates of Pay
7.	Grading Committee
8.	No Extra Claims
9.	Area, Incidence and Duration

1. Title

This Award shall be known as the Public Hospitals Library Staff (State) Award 2022.

2. Conditions of Employment

The conditions of employment for employees covered by this Award shall be as prescribed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2021 as varied or replaced from time to time.

3. Salaries

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

The classifications of library staff shall be as follows:

Librarian

Library Technician

Library Assistant

4. Definitions

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

“Hospital” means a public hospital as defined under section 15 of the *Health Services Act 1997*, as amended or varied from time to time.

“Librarian” means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

“Library Technician” means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the employer to be equivalent that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

“Library Assistant” means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

“Local Health District” means a Local Health District constituted pursuant to section 17 of the *Health Services Act 1997*, as amended or varied from time to time.

“Union” means the Health Services Union NSW.

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

5. Descriptors

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician

Grade 1 - A para-professional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Librarian

Grade 1 - A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Grade 2 - An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service. This is the first level at which a Librarian may be responsible for managing a budget.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Grade 3 - A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject

knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Grade 4 - A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service, or may contribute towards the research activities at a tertiary teaching hospital.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

6. Commencing Rates of Pay

- (i) An employee appointed as a Librarian who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of the rate prescribed for the first year of service as set out in the *Health Professional and Medical Salaries (State) Award 2021*, as varied or replaced from time to time.
- (ii) An employee appointed as a Librarian who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of the rate prescribed for the second year of service as set out in the *Health Professional and Medical Salaries (State) Award 2021*, as varied or replaced from time to time.

7. Grading Committee

A committee consisting of two representatives of the employer and two representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital/Local Health District:

- (i) The grading of any new position or variation of grading of a position as the result of substantial change in the duties and/or responsibilities or any grading anomaly; and
- (ii) The date of the effect of the grading recommended.

Provided that –

- (a) an employee shall, whilst the grading of the position is under consideration, be ineligible to be a member of the committee;
- (b) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (c) 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.

8. No Extra Claims

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

9. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2022 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the *Public Hospitals Library Staff (State) Award 2021* published 11 March 2022 (391 I.G. 651) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

N. CONSTANT, *Chief Commissioner*

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CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 201457 of 2021)

Before Commissioner Sloan

2 March 2022

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

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 13. | Allowances and Expenses |
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| 34. | Area, Incidence and Duration |
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PART B - MONETARY RATES

Table 1 - Adult Wages

Table 2 - Juniors Wages

Table 3 - Telephone Canvassers (Other Than for the Sale of Goods)

Table 4 - Other Rates and Allowances

2. Anti-Discrimination

- 2.1 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, sexuality, gender identity, age and responsibilities as a carer.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.

3. Definitions

- 3.1 Unions will mean the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (United Services Union) and Unions NSW
- 3.2 Trainee is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training, which may be on or off the job. A trainee can be full-time, part-time or school-based. Trainees are employed in accordance with the Training Wage (State) Award 2002.

4. Terms of Engagement

- 4.1 All employees will be employed as weekly, casual or part-time employees.
- 4.2 An employer will inform each employee as to the terms of their employment and, in particular, whether they are a weekly, part-time or casual employee, employed on day and/or shift work or a combination thereof as provided for in Clause 9 - Hours of Work - Weekly employees and/or Clause 10 - Hours of Work - Shift Workers.

4.3 Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee must 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 their right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but must not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt must be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment must be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee will, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert

his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions will apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter must be dealt with pursuant to the disputes settlement procedure of this award.

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

5. Casual Employees

- 5.1 "Casual Employee" will mean an employee who is engaged and paid as such.
- 5.2 Subject to this clause, the hours of work will be those prescribed by Clause 9 - Hours of Work or Clause 10 - Shift Work.
- 5.3 Casual employees will be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees in the establishment, whichever is the lesser, plus 20 per cent.
- 5.4 Casual employees will be entitled to a minimum payment of four hours' work at the appropriate rate.
- 5.5 Where overtime and shift loadings are payable as provided for in Clause 10 and Clause 12, these will be paid in addition to the rate provided for in subclause 5.3.
- 5.6 Personal Carers Entitlement for Casual Employees
- (i) Subject to the evidentiary and notice requirements in paragraphs 16.2.2 and 16.2.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph 16.2.3 of Clause 16, who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child
- (ii) The employer and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to be unavailable to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) 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.
- 5.7 Bereavement Leave for Casual Employees
- (i) Subject to the evidentiary and notice requirements in subclause 17.2, casual employees are entitled to be unavailable to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph 16.2.3.
- (ii) The employer and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of an employer to engage or not engage a casual employee are otherwise not affected.

6. Part-Time Employees

- 6.1 A part-time employee will 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 clerical employees employed by the employer, but such days will not be less than two per week and such hours will not be less than 12 per week.

- 6.2 Subject to this clause, the provisions of Clause 9 - Hours of Work or Clause 10 - Shift Work will apply to part-time employees.
- 6.3 Part-time employees will be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight or by the number of ordinary hours worked by clerical employees, other than casual and part-time employees, in the establishment whichever is the lesser.
- 6.4 The terms of this award will apply pro rata to part-time employees.
- 6.5 Notwithstanding the provisions of this clause, the Union and an employer may agree, in writing, to observe other conditions in order to meet special cases.

7. Payment of Wages

- 7.1 Wages will be paid weekly or fortnightly, in cash, by cheque or electronic funds transfer. Prior to its introduction the employer should discuss the implementation of fortnightly pay with the employees.
- 7.2 The minimum rates of wages per week for adult employees will be as set out in Part B, Monetary Rates, Table 1 - Adult Wages.
- 7.3 The minimum rates of wages for junior employees will be as set out in Part B, Monetary Rates, Table 2 - Junior Wages. Junior rates will be calculated to the nearest five cents.
- 7.4 State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under State Wage Case 2021. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or;
- (ii) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

8. Classification Structure - Clerical and Administrative Employees Only

NOTE: For the classification and conditions relating to Telephone Canvassers (other than for the sale of goods) see Clause 32.

All adult employees will be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

An employee will be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in paragraphs 8.1.1, 8.2.1, 8.3.1, 8.4.1 or 8.5.1 of this clause.

8.1 Grade 1

8.1.1 A Grade 1 position is described as follows

- (i) The employee may work under direct supervision with regular checking of progress.
- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

8.1.2 Indicative tasks of a Grade 1 position are:

Unit	Element
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

8.2 Grade 2

8.2.1 A Grade 2 position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

8.2.2 Indicative tasks of a Grade 2 position are:

Unit	Element
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post Journals to ledger

8.3 Grade 3

8.3.1 A Grade 3 position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

8.3.2 Indicative tasks of a Grade 3 position are:

Unit	Element
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow-up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

8.4 Grade 4

8.4.1 A Grade 4 position is described as follows:

- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

8.4.2 Indicative tasks of a Grade 4 position are:

Unit	Element
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various set-ups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

8.5 Grade 5

8.5.1 A Grade 5 position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management and evaluation of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

8.5.2 Indicative tasks of a Grade 5 position are:

Unit	Element
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference
Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

8.6 List of Employees Graded

An employer must keep a list of employees and the grade in which they are employed pursuant to 4.1, and each employee must be notified in writing within 14 days of appointment to that and subsequent graded positions.

9. Hours of Work - Weekly Employees

9.1 Subject to paragraph 9.2 the ordinary hours of work exclusive of meal hours must not exceed an average of 38 hours per week and except as provided in Clause 10 - Shift Work, must be worked between the hours of 6:00am and 7:00pm, Monday to Friday inclusive, and between the hours of 6:00am and 12:00 noon on a Saturday and must be worked in one of the following ways:

- (i) on 19 days over a 4-week cycle; or
- (ii) on 10 days over a 2-week cycle; or
- (iii) on five days in any week; or
- (iv) on five and one-half days in any week; or
- (v) where the employer and employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this subclause, may accumulate to a maximum of five days. These accumulated days may be taken at any time mutually agreed between the employer and employee and must be taken within six months of accrual.

Notwithstanding any other provision of this award the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day but no more than 10, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned.

9.2 An employer will adopt working hours other than a 5½ day week in any case in which the ordinary week's work of 38 hours can be performed as aforesaid without:

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficiency of the necessary services

and provided that a majority of the employees in such establishment desire to work their ordinary hours in other than five and a half days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in other than 5½ days without detriment, loss or reduction as aforesaid will be determined by the Industrial Relations Commission of New South Wales or the Clerks (State) Conciliation Committee upon application made by or on behalf of the employees. Upon such an application, proof of such detriment, loss or reduction as aforesaid will be upon the employer.

It is a condition of the allowing of a 19 day/four-week cycle, a 10 day/two week cycle or a five day week that, if required, employees must comply with the reasonable and lawful orders of the employer as to working overtime including working of overtime on Saturday.

9.3 Where a 19 day/four-week cycle is worked, the ordinary hours of work will not exceed eight hours per day, Monday to Friday inclusive, between the hours of 6:00am and 7:00pm.

9.4 Where a 10 day/two-week cycle is worked, the ordinary hours of work must not exceed eight hours per day, Monday to Friday, on nine days of the cycle and four hours on any one day of the cycle, between the hours of 6:00am and 7:00pm.

9.5 Where a five-day week is worked the ordinary hours of work will be worked between the hours of 6:00am and 7:00pm, Monday to Friday inclusive, such that either:

- (i) the ordinary hours of work on four days of any one week must not exceed eight hours and on one day of the week must not exceed six hours; or
- (ii) the ordinary hours of work on each day of the week must not exceed seven hours and 36 minutes.

9.6 Where a 5½ day week is worked the ordinary hours of work will be worked so that they will not exceed six hours and 48 minutes per day, Monday to Friday inclusive, and four hours on Saturday.

9.7 The starting time when once fixed in accordance with this subclause must not be altered without seven days' notice being given by the employer to the employees. However, in an emergency, an employer and an employee may agree to change such employee's commencing and ceasing times with less than seven days' notice; provided that the employee will be entitled to have the union delegate present when such matters are discussed.

9.8 Meal Breaks

9.8.1 Employees whose ordinary working hours fall between 6.00 a.m. and 7.00 p.m. Monday to Sunday inclusive will be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00 a.m. and 2.30p.m.

9.8.2 Provided that for ordinary time worked between 6.00am and 6.00pm Saturday or Sunday, an employer and employee may agree to observe the 20-minute paid meal break provided for in clause 10.3.8 of this award in lieu of the unpaid meal break provided for in clause 9.8.1 above.

9.8.3 An employee must not be required to work more than five hours without a break for a meal, except in the following circumstances where up to six hours may be worked without a break for a meal:

- (i) Where employees are working in accordance with subclause 9.5(i); or
- (ii) where a casual employee or a part-time employee is engaged to work no more than six hours in any one day.

9.8.4 The employer and employee may, by mutual agreement, alter the commencing time of the lunch break.

9.9 Saturday Loadings

9.9.1 For each Saturday a weekly employee works ordinary hours of work as part of a 5 ½ day week as provided in clause 9.1(iv), they will be paid the amounts set out in Item 1 of Table 4 - Other Rates and Allowances, of Part B, Monetary Rates, by way of a fixed loading in addition to the appropriate pay.

9.9.2 Such amounts will not be taken into consideration in calculating any payments for overtime or public holidays or for any periods of long service leave or sick leave.

9.10 6pm to 7pm Loading

9.10.1 Where an employee is rostered to work between 6pm and 7pm, they will be paid an additional loading of 17% of the appropriate hourly rate of pay for the hour worked.

9.10.2 Such amounts will not be taken into consideration in calculating any additional payments for overtime or public holidays or for any periods of long service leave or sick leave.

10. Hours of Work - Shift Workers

10.1 Definitions

An employee who works day work may also perform shift work or a combination of day and shift work.

10.1.1 A "shift worker" means an employee whose ordinary hours of work include any of the shifts defined in paragraph 10.2.

10.1.2 "Seven-day shift worker" means an employee who is rostered to work regularly on Sundays and public holidays.

10.2 Shifts

10.2.1 "Afternoon shift" means any shift finishing after 7:00pm and at or before 11:00pm provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12 midnight, clerical employees may be required to work the same hours.

10.2.2 "Night shift" means any shift starting at or after 11:00pm and at or before 5:00am or finishing subsequent to 11:00pm and at or before 6:00am.

10.2.3 "Permanent night shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

10.2.4 "Early Morning shift" applies to an employee whose ordinary hours on a regular shift commence between 5:00am and 6:00am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11:00pm.

10.2.5 "Saturday shift" means all ordinary time worked on a Saturday in accordance with the defined shifts in clauses 10.2.1 to 10.2.4 above, or between the hours of 6.00am and 6.00pm, except that worked between 6am and noon by a weekly employee in accordance with Clause 9.1(iv).

10.2.6 "Sunday shift" means all ordinary time worked on a Sunday in accordance with the defined shifts in clauses 10.2.1 to 10.2.4 above, or between the hours of 6.00am and 6.00pm.

10.3 Hours, Shift Allowances, Special Rates, Meal Interval

10.3.1 Notwithstanding any other provisions of this award and subject to the provisions of subclause 10.1, an employee may be employed upon shifts, in which case the ordinary hours will not exceed eight in any consecutive 24; or 40 per week; or 80 in 14 consecutive days; or 152 in any 28 consecutive days.

Provided that the ordinary hours of work prescribed herein may be worked up to 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day but not more than 10, the arrangement of hours will be subject to the agreement of the employer and the majority of employees concerned. In addition the arrangement must average 38 hours per week over the shift cycle.

10.3.2 Times of beginning and ending the shift of any employee may in any case be varied by agreement between the employer and the employee or in the absence of agreement may be varied by at least one week's notice given by the employer to the employee.

10.3.3 A shift worker employed on shift will for work done during the ordinary hours of any such shift be paid ordinary rates prescribed by Clause 7 - Payment of Wages, plus the following additional percentage of the graded rate of pay applicable.

Afternoon shift	at the rate of 17 per cent
Night shift	at the rate of 20 per cent
Permanent night shift	at the rate of 26 per cent
Early morning shift	at the rate of 10 per cent

Allowances in accordance with this clause will be calculated in multiples of 10 cents, amounts of less than 5 cents being taken to the lower multiple and amounts of 5 cents or more being taken to the higher multiple.

10.3.4 Juniors - Junior employees working Shift Work will be paid as follows:

- (i) A junior who is equivalent to Grade 3 or higher, will be paid the additional percentage of the Grade 3, Adult Rate.
- (ii) All other junior employees will be paid the additional percentage of the Grade 1, Adult Rate.

10.3.5 A shift worker whose rostered day off coincides with a public holiday will be paid a day's pay additional to his/her weekly wage, or have a day added to their annual leave.

10.3.6 A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day will be paid:

Saturday	time and one-half
Sunday	time and three-quarters
Holidays	double time and one-half

10.3.7 Where ordinary shift hours commenced between 11:00pm and midnight on a Sunday or holiday, the ordinary time worked before midnight will not entitle the shift worker to the

Sunday or holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday will be regarded as ordinary time worked on such Sunday or holiday.

10.3.8 At least 20 minutes will be allowed to a night shift, afternoon shift or early morning shift worker for a meal during each shift before the expiration of five hours. Such meal break will be counted as time worked.

10.4 Overtime

10.4.1 All time worked by a shift worker in excess of the hours provided in 10.3.1 will be paid time and one-half for the first two hours and double time thereafter. In computing overtime, each day will stand-alone.

10.4.2 A shift worker required to work overtime in excess of one hour on any shift will be paid meal money, as set in Item 2 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates. If overtime exceeds five hours on any shift a further meal allowance of the same amount must be paid.

10.5 Work on a Rostered Day Off

10.5.1 An employee required to work on a rostered day off will be paid the rate prescribed in subclause 10.4 except for time worked on Sundays, which will be paid for at the rate of double time and time worked on public holidays, which will be paid for at the rate of double time and one-half.

10.5.2 Where work is performed as prescribed in paragraph 10.4.1 on a Sunday or a holiday, such employee will be paid a minimum of four hours at the appropriate rate.

10.6 Special Rates Not Cumulative

10.6.1 The penalties herein prescribed are in substitution for and not cumulative upon the shift allowances prescribed in 10.3.

10.7 Casual and Part-Time Shift Workers

10.7.1 Casual and part-time shift workers will receive the allowances prescribed in paragraph 10.3.3 and 10.3.6.

10.8 Restrictions on Shift Work

10.8.1 No employee under 18 years of age must be employed on night, afternoon or early morning shifts.

10.8.2 Employees under 21 years of age will not be employed on the night shift, except employees not younger than 19 years of age whilst working on a training programme. The restriction on night shift will not apply in these cases.

11. Sundays and Public Holidays

11.1 New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and an additional day's holiday to be observed pursuant to subclause 11.2, and any other day gazetted as a public holiday for the State will be holidays for the purposes of this award.

11.2 In addition to the holidays specified in 11.1, an employee will be entitled to one additional day as a holiday in each calendar year. Such additional holiday will be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed

between the employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.

- 11.3 Any dispute concerning the day on which an additional holiday is to be taken by an employee may be referred to the Industrial Committee.
- 11.4 No deductions will be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in 11.1 of this clause, fall.
- 11.5 For work done on any of the holidays, referred to in subclause 11.1 of this clause, an employee will be paid double time and one-half and will be paid for a minimum of four hours' work.
- 11.6 For overtime performed on a Sunday an employee will be paid double time with a minimum payment of four hours.
- 11.7 Where an employee is absent on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee will not be entitled to payment for such holiday.

12. Overtime

- 12.1 All time worked outside the ordinary hours of work prescribed by Clause 9 or 10 of this award, will be overtime and will be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime at the rate of double time will be paid for all time worked after 12:00 noon on a Saturday. In calculating overtime each day's work will stand alone.
- 12.2 When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times will, subject to this subclause, be released after completion of such overtime until they have had 10 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 work without having had such 10 consecutive hours off duty, they will be paid at double rates until they are released from duty for such period and they then will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 12.3 Notwithstanding anything contained in Clause 9 - Hours of Work - Shift Workers, and subclause 12.1, employees whose fixed hours of employment are less than 38 hours per week, may be worked without the payment of overtime up to two hours after the fixed finishing time on any one day, on not more than four days in any calendar month, or eight days in any two consecutive calendar months; provided that, in any case, an employee will not be required to work more than nine hours in any one day nor more than 38 hours in any one week without the payment of overtime provided further that such nine hours will be worked between 6:00 am and 7:00 pm Monday to Friday, inclusive.
- 12.4 In computing overtime any portion of an hour of less than 30 minutes will be reckoned as 30 minutes and any portion in excess of 30 minutes will be reckoned as one hour.
- 12.5 Reasonable Overtime
- 12.5.1 Subject to Clause 12.5.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 12.5.2 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.
- 12.5.3 For the purposes of Clause 12.5.2 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 their intention to refuse it; and
- (v) Any other relevant matter.

12.6 Time Off in Lieu of Payment for Overtime

- 12.6.1 An employee may elect, with consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve months of this election.
- 12.6.2 Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
- 12.6.3 If, having elected to take time off as leave in accordance with subclause 12.6.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the twelve (12) month period or on termination.
- 12.6.4 Where no election is made in accordance with subclause 12.6.1 the employee will be paid overtime rates in accordance with the award.

13. Allowances and Expenses

13.1 Meal Allowance

An employee working overtime will be paid a meal allowance as set out in Table 4 - Other Rates and Allowances of Part B - Monetary Rates in any of the following circumstances:

Employees other than shift workers:

When required to work beyond 7:00pm.

If overtime continues beyond 10:00pm - a further allowance.

Shift workers:

When required to work overtime in excess of one hour on any shift

If overtime exceeds five hours on any shift - a further allowance.

Where the union agrees, an employer may supply employees with a suitable meal in which case the allowance will not be payable.

13.2 Higher Duties

An employee, when required to perform any of the duties in a classification higher than their usual classification in the absence of the employee normally exercising such duties or when required to perform such duties on a temporary basis, will be paid at least the rate which would be applicable if such duties were performed on a permanent basis; provided that this clause will not apply when the time period is less than one day.

13.3 Finishing At Night

When an employee, working overtime, finishes work at a time when the usual means of transport are not available, then the employer will:

- (i) provide transport or will pay the employee at their ordinary rate for the time taken to reach home; or
- (ii) pay the employee any additional expense incurred in reaching his/her home by reasonable means of transport.

13.4 Travelling Expenses

13.4.1 An employee who, in the course of their duty, is required to go to any place away from their usual place of employment, will be paid all reasonable expenses actually incurred.

13.4.2 When an employee, in the course of their duty, is required other than in ordinary working hours to go to any place away from their usual place of employment they will be paid all reasonable expenses actually incurred and in addition will be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by them in travelling from his/her home to their usual place of employment.

13.5 Car Allowance

Any employee required to provide a car will be paid the weekly allowances as set out in Table 4 - Other Rates and Allowances of Part B - Monetary Rates.

Where an employee is required to use their car by their employer on a casual or incidental basis, they will be paid the allowance as set out in Item 5 of Table 4 of Part B - Monetary Rates per kilometre travelled, during such use.

If the employer provides a vehicle they will pay the whole of the cost of the upkeep, registration, insurance, maintenance and running expenses.

13.6 Uniforms

Where an employee is required or encouraged by the employer to wear a distinctive uniform, coat, overall or dress, this will be supplied by the employer, free of charge, to the employee. Where the nature of the work performed by the employee requires the provision of protective clothing this will be supplied by the employer, free of charge, to the employee. Such uniform or other clothing will remain the property of the employer and thereof will be returned to the employer in the event of the termination of the employment.

13.7 First-Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body will be paid a weekly allowance as set out in Item 6 of Table 4 - Other Rates and Allowances of Part B - Monetary Rates if the employee is appointed by an employer to perform first-aid duty.

14. Annual Leave

14.1 Entitlement:

14.1.1 Employees other than seven-day shift workers: See *Annual Holidays Act 1944* ("the Act").

14.1.2 In addition to the leave provided for by subclause 14.1.1, seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, will be allowed

one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven-day shift worker, the additional leave will be one day for every 36 ordinary shifts worked as a seven-day shift worker. In this subclause reference to one week and one day will include holidays and non-working days.

14.2 Annual Leave Loading

14.2.1 Before an employee is given and takes their annual holiday, or, whereby agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer will pay their employee a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see 14.2.4.)

14.2.2 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.

14.2.3 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period.

(NOTE: See 14.2.5 as to holidays taken wholly or partly in advance.)

14.2.4 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 14.4 at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, but will not include the amount prescribed in 9.9.1 of this award, or any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.

14.2.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when they would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with 14.2.4 applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.

14.2.6 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:

- (i) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday will be paid the loading calculated in accordance with 14.2.4;
- (ii) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay will be paid in addition to the amount payable to them under the Act, such proportion of the loading that would have been payable to them under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.

14.2.7

- (i) Where the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee will be paid a loading calculated in accordance with 14.2.3 for the period not taken.

- (ii) Except as provided in 14.2.7(i), no loading is payable on the termination of an employee's employment.

14.2.8 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker, if they had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount will be paid to the employee in lieu of the loading.

15. Sick Leave

- 15.1 This clause will not apply to employees covered by the Clerical and Administrative Employees (Catholic Personal/Carer's Leave) (State) Award
- 15.2 Weekly employees will, subject to the production of a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration) be entitled to five days' sick leave during the first year of service and eight days during the second and subsequent years of service on full pay: Provided that a statutory declaration will be sufficient proof of sickness in respect of the first two single days' absence of an employee in any year.
- 15.3 Provided further that where an employee works more than eight ordinary hours in any day, the employee will not be entitled to leave in excess of 38 hours of ordinary working time in the first year of service and 60.8 hours of ordinary working time in the second and subsequent years of service.
- 15.4 The employee will, wherever practicable, before the commencement of absence, inform the employer of such employee's 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.
- 15.5 Where an employee does not notify the employer of the employee's inability to attend for duty prior to the commencement of the absence the employee will produce a medical certificate or the said employee will not be entitled to payment for the first eight hours of such absence.
- (NOTE: An employee's entitlement to sick leave in accordance with 15.2 will not be reduced as a consequence of the operation of this paragraph.)
- 15.6 The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the payment will be made.
- 15.7 An employee will not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to worker's compensation, provided, however, that an employer will pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation, and full pay. If an employer pays such difference, the employee's sick leave entitlement under this clause will for each week during which such difference is paid be proportionately reduced.
- 15.8 If the full period of sick leave is not taken in any year, the whole or any untaken portion will be cumulative from year to year provided that an employer will not be bound to credit an employee for sick leave which accrued more than twelve years before the end of the last completed year of service.
- 15.9 Part-time employees will, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year will bear the same ratio to sick leave prescribed during that year of service for weekly employees, as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.

15.10 Service with the employer before the date of coming into operation of this award will be counted as service for the purpose of this clause.

15.11 If an award holiday occurs during an employee's absence on sick leave then such award holiday will not be counted as sick leave.

16. Personal/Carer's Leave

16.1 This clause will not apply to employees covered by the Clerical and Administrative Employees (Catholic Personal/Carer's Leave) (State) Award

16.2 Use of Sick Leave

16.2.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in 16.2.3(ii) who needs the employee's care and support will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 15 of the award, for absences to provide care support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

16.2.2 The employee must, 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 employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee

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

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee; or
 - (3) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

16.2.4 An employee must, wherever practicable, give the employer notice prior to the absence of the 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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 31 should be followed.

16.3 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 16.2.3(ii) above who is ill or who requires care due to unexpected emergency.

16.4 Annual Leave

16.4.1 An employee may elect with the consent of the employer, to take annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

16.4.2 Access to annual leave as prescribed in 16.4.1 will be exclusive of any shutdown period provided for elsewhere under this award.

16.4.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

16.4.4 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.

16.5 Make-Up Time

16.5.1 An employee 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 a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

16.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

16.6 Rostered Days Off

16.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

16.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

16.6.3 Where the employer and employee agree, rostered days off may be accumulated which occur as a result of employees working in accordance with the provisions of this subclause. These accumulated days may be taken at any time mutually agreed between the employer and the employee.

16.6.4 This subclause is subject to the employer informing the union if it has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO

flexibility and providing a reasonable opportunity for the union to participate in negotiations.

17. Bereavement Leave

- 17.1 An employee, other than a casual employee, will be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in 16.2.3(ii). Where the death of a person as prescribed by 16.2.3(ii) occurs outside Australia the employee will be entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.
- 17.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 17.3 Bereavement leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in 16.2.3(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 17.4 An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 17.5 Bereavement leave may be taken in conjunction with other leave available under Clause 16. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

18. Parental Leave

- 18.1 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 18.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- 18.2.1 the employee or employee's spouse is pregnant; or
- 18.2.2 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.

18.3 Right to Request

- 18.3.1 An employee entitled to parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 18.3.2 The employer must 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.

18.3.3 Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under 18.3.1(ii) and (iii) must be recorded in writing.

18.3.4 Request to return to work part-time

Where an employee wishes to make a request under 18.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

18.4 Communication During Parental Leave

18.4.1 Where an employee is on parental leave and a definite decision has been made to introduce significant changes at the workplace, the employer must take reasonable steps to:

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

18.4.2 The employee must take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

18.4.3 The employee must also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Clause 18.4.1.

19. Jury Service

19.1 An employee on weekly hiring required to attend for jury service during their ordinary working hours will 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 wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

19.2 An employee must notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee will give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

20. Superannuation

20.1 Superannuation Legislation The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

20.2 Subject to the requirements of this legislation, superannuation contributions must be made to:

- (i) CARE (Clerical Administrative and Retail Employees Superannuation Plan); or

- (ii) ASSET (Australian Superannuation Savings Employment Trust); or
- (iii) any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management such as A.R.F. (Australian Retirement Fund), L.I.S.T. (Law Industry Superannuation Trust), M.T.A.A.I.S.F. (Motor Traders' Association of Australia Industry Superannuation Fund), P.I.S.F. (Printing Industry Superannuation Fund), R.E.S.T. (Retail Employees Superannuation Trust), S.T.A. (Superannuation Trust of Australia) and T.I.S.S. (Timber Industry Superannuation Scheme); or
- (iv) any superannuation fund which has application to the employees in the main business of the employer, pursuant to a superannuation arrangement approved by an industrial tribunal prior to 18 July 1989, and where employees covered by this award are a minority of award covered employees. Where freedom of choice is provided for in such arrangement the principle of that provision will apply and wherever practicable CARE will be included in such choice; or
- (v) any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the employer commenced contributions to such fund prior to 14th February 1992; or
- (vi) such other funds that comply with the requirements of this legislation; or
- (vii) any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as The Brethren elects to contribute.

21. Union Notice Board

- 21.1 Each employer will permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the employer.

22. Award Display

- 22.1 A copy of this award must be exhibited and kept exhibited in accordance with the provisions of the *Industrial Relations Act 1996*.

23. Deduction of Union Membership Fees

- 23.1 The employer will deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- (i) the employee has authorised the employer to make such deductions in accordance with this clause;
 - (ii) the Union must advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount.
 - (iii) deduction of Union membership fees will only occur in each pay period in which payment has or is to be made to an employee; and
 - (iv) there will be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).
- 23.2 The employee's authorisation must be in writing and must authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union must not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.

- 23.3 Monies so deducted from employees' pay will be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to the employee's membership account, provided that:
- (i) where the employer has elected to remit on a weekly or fortnightly basis, the employer will be entitled to retain up to 5 per cent of the money deducted; and
 - (ii) where the employer has elected to remit on a monthly or quarterly basis, the employer will be entitled to retain up to 2.5 per cent of the monies deducted.
- 23.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 23.5 The Union must advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice must be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union must give the employer a minimum of two months' notice of any such change.
- 23.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 23.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the Union's rules, the Union must inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.

24. Labour Flexibility

- 24.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of his/her skills and competence.
- 24.2 Discussion will take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- 24.3 Notwithstanding the provisions of 24.2, employees will perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions.
- 24.4 Employees must perform such work as is reasonable and lawfully required of them by the employer, including accepting instruction from authorised personnel.
- 24.5 Employees must comply with all reasonable requests to transfer or to perform any work provided for by the award.
- 24.6 Employees must take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 24.7 Employees must not impose or continue to enforce existing demarcation barriers between the work covered by this Award provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 24.8 Employees must not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery: Provided that the appropriate consultation in relation to the introduction of new technology has taken place.

- 24.9 Employees must not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times: Provided that appropriate consultation between employer and employees has taken place.

25. Training

- 25.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (iii) removing barriers to the utilisation of skills required.

- 25.2 Following consultation with employees an employer should develop a training programme consistent with:

- (i) the current and future skill needs of the plant or enterprise;
- (ii) the size, structure and nature of the operations of the enterprise;
- (iii) the need to develop vocational skills relevant to the enterprise through courses conducted on-the-job or by accredited institutions and providers.

- 25.3 In developing a training programme the employer should:

- (i) disseminate information on the training program and the availability of training courses and career opportunities to employees;
- (ii) monitor and advise on the on-going effectiveness of the training;
- (iii) make suggestions on the specific training needs.

- 25.4 If training is undertaken at the employer's request during ordinary working hours the employee concerned will not suffer any loss of ordinary pay.

- 25.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's library) incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

- 25.6 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

- 25.7 Employees should undertake such training and retraining as required by the employer.

26. Enterprise Consultative Mechanism

- 26.1 Enterprises will establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

27. Termination of Engagement

- 27.1 The employment of a weekly or part-time employee may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the

employee of a week's pay in lieu of notice. This will not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

- 27.2 An employee with more than two months' service on leaving or being discharged will, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service will at least contain information as to the length and nature of the employment of the employee. It will be the property of the employee and will be returned to them un-noted by a subsequent employer within seven days of the engagement.
- 27.3 On termination the employer will pay all monies due to the employee. Such monies will be paid during the employee's working hours on the day of termination by cash, cheque or Electronic Funds Transfer or posted by pre-paid registered post to the employee on the next working day; provided that an employee may elect to return to collect any monies outstanding to the employee on the next working day.
- 27.4 Where an employee is required to wait beyond the employee's ordinary ceasing time for payment of weekly or fortnightly wages or termination payment and such waiting time exceeds fifteen minutes, the employee will be paid at ordinary rates for the full period during which such employee is required to wait, except where such waiting time is occasioned by reasons beyond the control of the employer.

28. Redundancy

28.1 Application

- 28.1.1 This clause will apply in respect of full-time and part-time employees.
- 28.1.2 This clause will only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 28.1.3 Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 28.1.4 Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, trainees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

28.2 Introduction of Change

- 28.2.1 Employer's duty to notify
- (1) Where an 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 must notify the employee who may be affected by the proposed changes and the union to which they belong.
 - (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

28.2.2 Employer's duty to discuss change

- (1) The employer must discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this clause.
- (3) For the purpose of such discussion, the employer must provide to the employees 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 employees and any other matters likely to affect employees provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.3 Redundancy

28.3.1 Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to 28.2.1(1), and that decision may lead to the termination of employment, the employer must hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions must take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 28.3.1(1) and must cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer must, as soon as practicable, provide to the employees 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 categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.4 Termination of Employment

28.4.1 Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with 28.3.1(1):

- (1) In order to terminate the employment of an employee the employer will give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above will 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.

28.4.2 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with 28.3.1(1):

- (1) In order to terminate the employment of an employee the employer will give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above will 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.
- (3) The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

28.4.3 Time off during the notice period

- (1) During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

28.4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

28.4.5 Statement of employment

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

28.4.6 Notice to Centrelink

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

28.4.7 Centrelink Separation Certificate

The employer must, 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.

28.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause above, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

28.5 Severance Pay

28.5.1 Where an employee is to be terminated pursuant to subclause 28.4 of this award, subject to further order of the Industrial Relations Commission, the employer will pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

28.5.2 Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 28.5.1.

The Industrial Relations Commission must have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks

relevant, and the probable effect paying the amount of severance pay in 28.5.1 will have on the employer.

28.5.3 Alternative employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 28.5.1 if the employer obtains acceptable alternative employment for an employee.

28.6 Savings Clause

Nothing in this award will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

29. Exemptions

29.1 Except as to the provisions of:

Clause 2 - Anti Discrimination

subclauses 11.1, 11.2, 11.4 and 11.5, Sundays and Public Holidays,

Clause 14 - Annual Leave,

Clause 33 - Other Legislation,

Clause 15 - Sick Leave,

subclauses 16.1, 16.2, 16.3 and 16.4, Personal/Carer's Leave

Clause 17 - Bereavement Leave

Clause 19 - Jury Service

Clause 20 - Superannuation

Clause 28 - Redundancy

Clause 30 - Salary Packaging,

this award will not apply to employees employed by the week who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wages of Part B, Monetary Rates for the highest grade in this award; provided that the wage is not inclusive of overtime payments and/or shift allowances due to the employee under this award.

29.2 The exemption rate will be calculated in multiples of one dollar, amounts of less than 50 cents being taken to the lower multiple and amounts of 50 cents or more being taken to the higher multiple.

30. Salary Packaging

30.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

30.2 Salary packaging will mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

- 30.3 The terms and conditions of such a package will not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and will be subject to the following provisions:
- (i) the employer will ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (ii) the employee will be given the opportunity by the employer to seek independent advice including advice from the union prior to entering into any salary packaging agreement;
 - (iii) where there is an agreement to salary package, the agreement must be in writing and made available to the employee;
 - (iv) the employee must have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee must be provided with a printout of the relevant information;
 - (v) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (vi) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (a) The ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (b) The applicable rate specified in Table 1 - Wages of Part B - Monetary Rates of this Award;
 - (vii) notwithstanding any of the above arrangements, the employer of employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
 - (viii) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to subclause 14.2 - Annual Leave Loadings, will be based on the ordinary time rate of pay that the employee would have received in the absence of the salary packaging arrangement;
 - (ix) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements will cease during any period of leave without pay, including periods of unpaid sick leave.

31. Dispute Avoidance and Grievance Procedure

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

31.1 Procedure relating to grievance of an individual employee

- 31.1.1 The employee must notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 31.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 31.1.3 Reasonable time limits must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.

- 31.1.4 At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 31.1.5 While a procedure is being followed, normal work must continue.
- 31.1.6 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.
- 31.1.7 If the dispute relates to issues of training in relation to a trainee then the matter may be referred to the NSW Commissioner for Vocational Training in accordance with the *Apprenticeship and Training Act 2001*.
- 31.2 Procedure for a Dispute Between an Employer and the Employees
- 31.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 31.2.2 Reasonable time levels must be allowed for discussion at each level of authority. Initial discussions should be held within two working days wherever possible.
- 31.2.3 While a procedure is being followed, normal work must continue.
- 31.2.4 The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by the Union for the purpose of each procedure.
- 31.2.5 Subject to the *Industrial Relations Act 1996*, in the event that a dispute cannot be settled by the above procedures, the Commission may be notified of an industrial dispute for the purpose of resolving the dispute.
- 32. Telephone Canvassers (Other Than for the Sale of Goods)**
- 32.1 This clause will apply to telephone canvassers (other than for the sale of goods).
- 32.2 Full-Time Telephone Canvassers
- 32.2.1 A full-time telephone canvasser is a telephone canvasser who works 38 hours per week.
- 32.2.2 The minimum rates of wages per week for full-time telephone canvassers will be as set out in of Table 3 - of Part B - Monetary Rates.
- 32.3 Part-Time Telephone Canvassers
- 32.3.1 A part-time telephone canvasser is a telephone canvasser who works a fewer number of hours than constitutes full-time work under this clause. Part-time employment may be limited to a specified period or periods of part-time employment but need not be so limited.
- 32.3.2 A part-time telephone canvasser will be paid at an hourly rate as set out in Table 3 Telephone Canvassers (Other than for the Sale of Goods) - of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38.
- 32.4 Casual Telephone Canvassers
- 32.4.1 A casual telephone canvasser is a telephone canvasser who is engaged and paid as such.

- 32.4.2 A casual telephone canvasser will be paid an hourly rate as set out in Table 3 - of Part B - Monetary Rates, equal to the appropriate weekly rate of pay for a full-time telephone canvasser divided by 38 plus 20% loading. This loading compensates casual telephone canvassers for entitlements and benefits otherwise available to full-time employees, including sick leave, annual leave, personal/carers leave, etc.
- To be clear, this loading is inclusive of the 1/12th annual leave payment arising under the *Annual Holidays Act 1944* (NSW) which would otherwise be payable to casual employees.
- 32.5 Commission Payments
- 32.5.1 This clause applies to full-time, part-time and casual telephone canvassers.
- 32.5.2 Commission payments may be made to a telephone canvasser in addition to the base weekly or hourly rates set out in Table 3 - of Part B, Monetary Rates.
- 32.5.3 A telephone canvasser will not be remunerated solely by way of commission, nor will commission payments be offset against any other statutory or award entitlements.
- 32.6 Hours of Work
- 32.6.1 The ordinary span of hours of work for a telephone canvasser will be between 8:30 am to 8:30 pm Monday to Friday and 8:30 am to 2:30pm on Saturday.
- 32.6.2 The ordinary hours of work for a telephone canvasser will not exceed eight hours on any day, nor exceed 38 hours in any one week.
- 32.6.3 Where a telephone canvasser works ordinary hours, a minimum start of 2½ hours will apply.
- 32.6.4 All time worked in excess of the ordinary hours of work prescribed by 32.6.1 and 32.6.2 will be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.
- 32.7 Part A of this award will not apply to telephone canvassers with the exception of the following clauses:
- Clause 2 - Anti-Discrimination
 - Clause 4 - Terms of Engagement
 - Clause 7 - Payment of Wages
 - Clause 9.8.2 and 9.8.3 - Meal Break
 - Clause 11.1, 11.2 11.4 and 11.5 - Sundays and Holidays
 - Clause 13 - except 13.1 - Allowances
 - Clause 14 - Annual Leave
 - Clause 15 - Sick Leave
 - Clause 16.1, 16.2 and 16.3 - Personal/Carer's Leave
 - Clause 17 - Bereavement Leave
 - Clause 19 - Jury Service

- Clause 20 - Superannuation
- Clause 22 - Award Display
- Clause 21 - Union Notice Board
- Clause 23 - Deduction of Union Membership Fees
- Clause 24 - Labour Flexibility
- Clause 25 - Training
- Clause 26 - Enterprise Consultative Mechanism
- Clause 27 - Termination of Engagement
- Clause 28 - Redundancy
- Clause 30 - Salary Packaging
- Clause 31 - Dispute Avoidance Procedure
- Clause 34 - Area, Incidence and Duration
- Clause 33 - Other Legislation

32.8 Savings Clause

Nothing in this award will act to, on balance, reduce the overall wages and conditions of telephone canvassers currently being paid or observed as a result of the award.

33. Other Legislation:

- 33.1 Long Service Leave - See *Long Service Leave Act 1955*
- 33.2 Right of Entry - See *Industrial Relations Act 1996*
- 33.3 Workers Compensation - See *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*
- 33.4 Parental Leave - See Clause 18, in addition to *Industrial Relations Act 1996*
- 33.5 Occupational Health and Safety - See *Work Health and Safety Act 2011*
- 33.6 Record Keeping - See *Industrial Relations (General) Regulation 2001*

34. Area, Incidence and Duration

- 34.1 This award will apply in respect of all persons employed in any clerical capacity whatsoever and without limiting the generality of the foregoing will include telephonists, receptionists, cashiers, messengers, copy boys, telephone canvassers (other than for the sale of goods), persons employed on machines designed to perform or to assist in performing any clerical work whatsoever and all classes of employees engaged in any clerical capacity in or in connection with payroll preparation, cash handling and processing in the state of New South Wales excluding the County of Yancowinna, within the jurisdiction of the Clerical and Administrative Employees (State) Industrial Committee, excepting employees covered by industry or employer specific awards .
- 34.2 This award rescinds and replaces the Clerical and Administrative Employees (State) Award, published 15 January 2016 (378 I.G. 824), and all variations thereof. This award will take effect from the first full

pay period commencing on or after 16 December 2021 and will remain in force for a period of 12 months.

- 34.3 The provisions of Clauses 27 and 28 of this award will apply in respect of employees otherwise covered by the Mirror and Telegraph Publications Clerical Award 2000 and the Clerical and Administrative Employees (John Fairfax Publications) Award 2000.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 March 2022.

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

34.4 Savings - Hours of Work

- 34.4.1 Shift workers employed on or before 30 January 2006 who were entitled to receive an afternoon shift loading will continue to be entitled to receive the shift loading on all time worked on an afternoon shift or during a period which would have been part of an afternoon shift under the previous award.
- 34.4.2 Employees employed on or before 30 January 2006 in receipt of overtime, or any other additional allowance or payment for working hours on weekends as part of a regular pattern of hours, will not suffer a reduction in pay as a result of the introduction of this Award. This savings provision will remain in force until 31 December 2006.
- 34.4.3 28 days notice is required if the regular pattern of hours of a weekly employee employed on or before 30 January 2006 is to be changed by their employer to include work on a Saturday and/or Sunday as part of their regular pattern of hours.

PART B

MONETARY RATES

Table 1 - Adult Wages

The following Minimum rates of wages will take effect from the first pay period to commence on or after 16 December 2021.

Grade	SWC 2020 %	Weekly Rate Including 2020 Increase \$	SWC 2021 %	Weekly Rate Including 2021 Increase \$
1	0.3	784.20	2.04	800.20
2	0.3	813.30	2.04	829.90
3	0.3	860.00	2.04	877.50
4	0.3	917.90	2.04	936.60
5	0.3	1,002.50	2.04	1,023.00

Table 2 - Junior Wages

The minimum rates of wages per week for junior employees shall be as follows:

(a) Equivalent to grade 3 or above

Age	SWC 2020 %	Weekly Rate Including 2020 Increase \$	SWC 2021 %	Weekly Rate Including 2021 Increase \$
At 17 years of age	0.3	413.90	2.04	422.30
At 18 years of age	0.3	511.60	2.04	522.00
At 19 years of age	0.3	584.60	2.04	596.50
At 20 years of age	0.3	690.30	2.04	704.40

(b) All other junior employees

Age	SWC 2020 %	Weekly Rate Including 2020 Increase \$	SWC 2021 %	Weekly Rate Including 2021 Increase \$
Under 17 years of age	0.3	310.60	2.04	316.90
At 17 years of age	0.3	389.10	2.04	397.00
At 18 years of age	0.3	476.80	2.04	486.50
At 19 years of age	0.3	540.60	2.04	551.60
At 20 years of age	0.3	637.10	2.04	650.10

Table 3 - Telephone Canvassers (Other than for the Sale of Goods)

Classification	SWC 2020 %	Weekly Rate Full-time \$	SWC 2021 %	Weekly Rate Full-time \$	Weekly Rate Part- time (Weekly rate divided by 38) \$	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading Includes 1/12 holiday pay) \$
Telephone Canvasser	0.3	753.00	2.04	772.60	20.30	24.40

Table 4 - Other Rates and Allowances

Item No.	Clause	Brief Description	2020 Amount \$	2021 Amount \$
1	9.9.1	Saturday Loadings:		
		Adult	22.40	22.90
		Employees under 21 years of age	15.20	15.50
2	10.4.2	Meal Money (shift Work)	16.30	16.60
3	10.4.2	Meal Allowance (Overtime)	16.30	16.60
4	13.5	Own Car Allowance: per week		
		For vehicle 1,500cc and under	119.40	121.80
		For a vehicle over 1,500cc	147.50	150.50
5	13.5	Own Car allowance For use on a casual or incidental basis	0.81 per km	0.83 per km
6	13.7	First-Aid Allowance	13.30	13.60

D. SLOAN, *Commissioner*

 Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TRANSFERRED EMPLOYEES COMPENSATION) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 180246 of 2021)

Before Commissioner Sloan

9 March 2022

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Parties to the Award
3.	Intent and Application
4.	Definitions
5.	Notice of Transfer
6.	Leave
7.	Travelling and Meal Expenses
8.	Temporary Accommodation Benefits - Commercially Rented
9.	Temporary Accommodation Benefits - Privately Rented
10.	Removal and Storage Expenses
11.	Depreciation and Disturbance Allowance
12.	Education of Children
13.	Reimbursement of Transaction Expenses
14.	Reimbursement of Incidental Costs
15.	Retirement and Death Benefits
16.	Additional Benefits
17.	Existing Entitlements
18.	Anti-Discrimination
19.	Grievance and Dispute Settling Procedures
20.	Area, Incidence and Duration

2. Parties to the Award

The parties to this award are:

Industrial Relations Secretary, and

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

3. Intent and Application

3.1 The intent of the parties to this award is to provide reimbursement towards expenses of employees transferred to work in a new location which, by necessity of that transfer, requires them to relocate their principal place of residence in accordance with the decision of the Full Bench of 16 October 2008 in matters no's. IRC 445 and 879 of 2008.

- 3.2 Where an existing or a new employee is otherwise ineligible for the benefits of this award an Agency Head may offer in writing to the new or existing employee any or all of the benefits available under this award on recruitment or appointment as part of an attraction and retention measure. The benefits must be clearly detailed in writing at the time of appointment. Such offers may also be made to temporary employees.
- 3.3 Where two employees who cohabit relocate together to the same location, reimbursement of expenses must not be claimed twice e.g. conveyance and stamp duty. Where applicable, both may claim the leave concessions.

4. Definitions

- 4.1 "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- 4.2 "Agency" means a Public Service agency specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- 4.3 "Agency Head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.
- 4.4 "Dependent" means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support.
- 4.5 "Employee" means a Public Service Senior Executive or Public Service employee employed on an ongoing, term or temporary basis as defined in the *Government Sector Employment Act 2013*.
- 4.6 "Excess rent" is rent which is paid for a private rental property in a new location which is above the affordable rate for the employee as defined in clause 9, Temporary Accommodation Benefits - Privately Rented of this award.
- 4.7 "Family member" is as defined in clause 81, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 4.8 "Industrial Relations Secretary" is the Secretary of the Department of Premier and Cabinet.
- 4.9 "Reimbursement" or "reimbursed" means payment of an expense by the employer which is actually incurred by the employee, which the Agency Head is satisfied is reasonable, and for which adequate evidence is produced by the employee.
- 4.10 "Transferred Employee" means an employee who has been assigned to a new location and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but will not include an employee transferred:
- (a) at own request;
 - (b) who has applied for a role and obtained it through a merit selection process; or
 - (c) under an arrangement between officers to exchange positions; or
 - (d) who can reasonably commute to the new location; or
 - (e) where the old location and the new location are part of the metropolitan area i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
 - (f) on account of any misconduct;
- unless the Agency Head otherwise approves.

5. Notice of Transfer

- 5.1 The Agency Head will give, in writing, as long a period of notice of transfer as is practicable. A transferred employee will not be transferred with less than ten working days' notice in writing except in special or urgent circumstances.

6. Leave

- 6.1 Transferred employees will be given special leave of up to five working days as necessary to carry out any of the following activities:
- 6.1.1 Visit the new location to obtain accommodation
 - 6.1.2 Prepare and pack personal and household effects prior to removal
 - 6.1.3 Arrange storage
 - 6.1.4 Travel to the new location for the purpose of commencing duty
 - 6.1.5 Clean the premises being vacated
 - 6.1.6 Occupy and settle into the new premises.
- 6.2 If satisfied that the activities referred to above cannot be completed within five working days, the Agency Head may grant additional special leave, as considered necessary.
- 6.3 Subject to operational requirements, where a transferred employee has not been able to secure permanent accommodation at the new location, the transferred employee will be entitled to special leave for the amount of time required to travel to and from their home to enable the transferred employee to spend two consecutive days and nights at home each four weeks. Where a public holiday occurs immediately before or after such leave, the leave will be extended by a day and a night for each such public holiday.
- 6.4 Where this is not practical due to the distance home, a transferred employee will accumulate two days special leave per four weeks until a return home is practical. This leave will be taken at a time suitable to the Agency Head and the transferred employee.

7. Travelling and Meal Expenses

- 7.1 A transferred employee will be entitled to an economy air fare or reimbursement for the use of a private vehicle paid at the casual rate for motor vehicle allowances as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, on the following basis:
- 7.1.1 For the transferred employee and one member of the household to travel to the new location to seek accommodation.
 - 7.1.2 For the transferred employee and all members of the household to travel to the new location to commence duty. Where the members of the household do not travel with the transferred employee to commence duty the cost of their personal transport will be deferred until such time as they travel to take up residence at the new location.
 - 7.1.3 For the transferred employee proceeding on special leave under subclauses 6.3 and 6.4 of clause 6, Leave, of this award.
- 7.2 Where a transferred employee elects to use a private vehicle the motor vehicle allowance will not exceed the equivalent cost of economy air fares.
- 7.3 Transferred employees travelling to the new location to commence duty who elect to use a private vehicle will be paid at the official business rate.

- 7.4 When a transferred employee, travels to the new location to seek new accommodation he or she will be reimbursed for overnight accommodation and meals for the journey to and from the new location for two people under clause 26, Travelling Compensation, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

8. Temporary Accommodation Benefits - Commercially Rented

- 8.1 Temporary accommodation benefits will be reimbursed for a period of up to four weeks to transferred employees who are relocated and use commercially provided accommodation such as a hotel. Such benefits are available in three forms:

8.1.1 Transferred employees without dependent relatives will be reimbursed up to 50% of the cost of accommodation provided that the total amount to be reimbursed does not exceed \$254 per week.

8.1.2 Transferred employees with dependent relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 for each dependent child 6 years and over (max. contribution \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Transferred Employee and Spouse	Amount Per week \$	Each Dependent Child 6 years of age and over (max. contribution \$54per week) Per week \$
Up to 28,233	218	27
28,234 to 35,980	239	27
35,981 to 46,258	262	27
46,259 to 59,477	324	27
59,478 and over	412	27

8.1.3 A transferred employee required to move to the new location ahead of the dependents will be reimbursed up to a maximum of \$254 per week, providing the cost of accommodation is in excess of \$51 per week.

- 8.2 To be eligible for any Temporary Accommodation Benefit a relocated transferred employee is, by necessity, required to vacate the existing residence prior to departure for the new location and secure board and lodging (including for dependents, where applicable) at the new location pending a residence becoming available.

- 8.3 This clause will not apply to Government-owned residences.

- 8.4 Where the period of four weeks referred to in subclause 8.1 of this clause is not sufficient for the transferred employee to obtain suitable permanent accommodation, the Agency Head will consider each case on its merits but will require full particulars to be supplied.

- 8.5 Temporary Accommodation Benefits will not be paid to more than one person per household.

- 8.6 The Agency Head will discontinue payment of Temporary Accommodation Benefits if satisfied the transferred employee has rejected suitable accommodation.

9. Temporary Accommodation Benefits - Privately Rented

- 9.1 Where a transferred employee secures privately rented accommodation (e.g. a private house) at his or her new location and incurs excess rent then the transferred employee will receive assistance as per the table below:

Employee with 2 or more dependent children	\$68 per week
Employee with 1 dependent child	\$59 per week
Employee without dependent children	\$51 per week

9.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred employee means rent in excess of the employee's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"An employee's weekly contribution" will be the "Contribution" as above multiplied by 7 and divided by 365.25

The formula for calculating an employee's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

9.3 Agency Heads may require transferred employees to show evidence of difficulties in obtaining cheaper private accommodation, including the provision by a transferred employee of a statutory declaration.

9.4 In exceptional circumstances, Agency Heads may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

10. Removal and Storage Expenses

10.1 A transferred employee will be entitled to reimbursement for the costs incurred in removing personal and household effects to the new location, including:

10.1.1 Expenses reasonably incurred by transferred employees and their families for meals and accommodation during the course of the journey.

10.1.2 Cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at the casual rate) to the transferred employee's new location.

10.1.3 Cost of insuring furniture and effects whilst in transit up to an amount of \$38,000. If the insured amount exceeds that amount, the case may be referred to the Agency Head for consideration.

10.1.4 An advance payment to cover the whole or part of the removal expenses provided that the transferred employee repays any unused portion within one month of incurring the cost of removal, unless the Agency Head otherwise approves.

10.1.5 Meal and accommodation expenses reasonably incurred where, due to circumstances beyond the control of the transferred employee, the furniture and household effects arrive late at the new location or are moved before the transferred employee's departure from the former location.

- 10.2 Where the Agency Head is satisfied that a transferred employee is unable to secure suitable accommodation at the new location and is required to store furniture, reimbursement for the cost of transport and storage will be made. The transferred employee will also be allowed the cost of insurance of furniture while in storage on the same basis as prescribed in paragraph 10.1.3 of this clause.

11. Depreciation and Disturbance Allowance

- 11.1 Where the Agency Head is satisfied that the transferred employee has removed a substantial portion of the household's furniture, furnishings and fittings, the transferred employee will be paid a Depreciation and Disturbance Allowance of \$1,126 compensation for the accelerated depreciation of personal and/or household effects to the value of \$7,037 or pro rata if the value is less.

12. Education of Children

- 12.1 A transferred employee will be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependent child undertaking Year 12 where the elected subjects are not available at a school in the transferred employee's new location. The transferred employee will be required to provide a certificate from the Department of Education confirming that the elected subjects are not available at the transferred employee's new location.
- 12.2 A transferred employee will be reimbursed costs for the replacement of essential school clothing and ancillary items for each dependent child required to change schools as a result of the employee's transfer from the former location to the new location subject to advice from the new school.

13. Reimbursement of Transaction Expenses

- 13.1 A transferred employee who sells a residence at the former location and buys a residence (or land upon which to build a residence), as a result of the transfer to the new location, will be reimbursed for Transaction Expenses.
- 13.2 Such Transaction Expenses will include:
- 13.2.1 Professional costs and disbursements of a solicitor or registered conveyancing company;
 - 13.2.2 Stamp duty on the purchase;
 - 13.2.3 Real estate agent commission on the sale of former residence;
 - 13.2.4 Registration fees on transfers and mortgages on the residence, or the land and a house erected on the land;
 - 13.2.5 Stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions for the sale and purchase.
- 13.3 Transaction expenses will only be paid where the sale and purchase are completed up to 2 years after any relocation.
- 13.4 Other than for stamp duty as detailed in subclause 13.5 of this clause, a maximum property value of \$520,000 per property for sale and purchase will determine the limit of Transaction Expenses paid to a transferred employee.
- 13.5 Stamp duty will be paid in full where occupation of the residence occurs within fifteen months from the date of commencement at the new location. Where occupation of the residence occurs after 15 months but within 2 years from the date of commencement at the new location, reimbursement of stamp duty will not exceed the property value of \$520,000.
- 13.6 Transaction Expenses will be paid where the sale and purchase transactions are completed no earlier than 6 months prior to commencing work at the new location.

- 13.7 The Agency Head may consider payment of transaction expenses on a sale and/or purchase of a residence more than 2 years after relocation, if satisfied there is good reason. The transferred employee must provide full details of why the sale and/or purchase could not be completed within the 2 year period.
- 13.8 A transferred employee who does not sell a residence at the former location but buys a residence at the new location (or land upon which to build a residence), will be entitled to reimbursement for Transaction Expenses outlined in this clause, provided the transferred employee enters into occupation within 15 months of transfer to the new location.

14. Reimbursement of Incidental Costs

- 14.1 The transferred employee will receive reimbursement for the following Incidental Costs of relocation:
- 14.1.1 Council rates and charges levied upon an unsold former residence for any period during which the former residence remains untenanted to allow the sale of the property of the relocating transferred employee;
- 14.1.2 Gas and electricity connection costs to the new residence, and telephone connection provided the telephone was connected at the transferred employee's former residence;
- 14.1.3 Survey certificates and pest inspection costs for the new residence;
- 14.1.4 Mail re-direction from the former residence to the new residence for 1 month.

15. Retirement of Death Benefits

- 15.1 Upon retirement from the Public Service the transferred employee will enjoy the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a place of their choice within the State of NSW provided the transferred employee's relocation is effected within 12 months following the date of retirement.
- 15.2 In the event a transferred employee dies, the partner and dependent children or dependent relatives will receive the benefits of clause 10, Removal and Storage Expenses of this award for relocation to a single place of their choice within the State of NSW. Claims under this subclause may be made up to 12 months after the death of the transferred employee.
- 15.3 For retirement and death the maximum amount of reimbursement will be limited to that payable had the transferred employee moved to the place of original recruitment to the Public Service.
- 15.4 "The place of original recruitment" means the address of the workplace where the transferred employee first began duty with the NSW Public Service.

16. Additional Benefits

- 16.1 Subject to approval from the Industrial Relations Secretary, an Agency Head may offer additional support or benefits not specifically referred to in this award to assist in the attraction, recruitment or relocation of an employee to a location. For example, this may include assistance with housing, education or career development expenses.

17. Existing Entitlements

- 17.1 This award will not operate to deprive a transferred employee assigned to work at a new location, prior to the making of this award, of any existing entitlements to compensation.

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:
- 18.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 18.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 18.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 18.4.4 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.
- 18.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 18.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

19. Grievance and Dispute Settling Procedures

- 19.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Division, if required.
- 19.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 19.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977* that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- 19.4 The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 19.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.

- 19.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 19.7 If the matter remains unresolved, the Agency Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 19.8 An employee, at any stage, may request to be represented by the Association.
- 19.9 The employee or the Association on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 19.10 The employee, Association, Agency and Industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 19.11 Whilst the procedures outlined in subclauses 19.1 to 19.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

20. Area, Incidence and Duration

- 20.1 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Transferred Employees Compensation) Award published 6 September 2019 (385 I.G. 178), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 9 March 2022.

- 20.2 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G.1521) have been incorporated into this award as part of the review.
- 20.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 201095 of 2021)

Before Commissioner Sloan

6 June 2022

REVIEWED AWARD

PART A

1. Arrangement

PART A

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APPENDIX A - Skills Levels for Qualifications

2. Rates of Pay

- (a) Weekly Rates - The rates paid to an employee in the classification set out in clause 3, Classifications will be as set out in (i) of Table 1- Rates of Pay, of Part B, Monetary.

NOTE: These rates are fixed in relation to the tradesperson (C10) classification in the Federal Metal Industry Award. The relativities fixed in relation to that classification are:

(i)	Level 1	78%
(ii)	Level 2	82%
(iii)	Level 3A	87.4%
(iv)	Level 3B	91.5%
(v)	Level 4	92%
(vi)	Level 5	100%
(vii)	Level 6	115%

The wages payable to employees under this award are inclusive of any payment by way of commissions or other similar payments to the extent that commissions or other similar payments match the total Supplementary Payments in Table 4 - Supplementary Payments, of Part B.

- (b) Junior Rates - A junior employee engaged at level 1, 2 or 3 will be paid the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55%
At seventeen years	65%
At eighteen years	75%
At nineteen years	85%
At twenty years	100%

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience will be paid the full adult rate of pay.

- (c) Supervisory Loadings - an employee appointed by an employer to supervise other employees will be paid, in addition to the rates of pay prescribed in subclause (a) of this clause, the following amount per week specified in Table 2 - Other Rates and Allowances, of Part B as follows:

In charge of up to 5 employees - Item 1;

In charge of 6 and up to 10 employees - Item 2;

In charge of 11 or more employees - Item 3;

or pro rata amount per engagement for part-time and casual employees.

(d) For the calculation of the casual hourly rate refer to clause 5, Casual Employment.

3. Classifications

Level 1 - A level 1 employee is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, workplace health and safety, equal employment opportunities and quality assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

exercises minimal judgement;

works under direct supervision;

is undertaking structured training/learning in the following areas:

- clerical assistant duties including switchboard operation, reception, information services, taking bookings;
- providing general assistance to employees of a higher grade, not including cooking or direct service to customers;
- cleaning, tidying and setting up of kitchen, food preparation and customer service areas, including cleaning of equipment, crockery and general utensils;
- assembly and preparation of ingredients for cooking;
- handling pantry items and linen;
- setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
- general cleaning, gardening and labouring tasks
- door duties, attending a cloakroom or car park not involving the handling of cash

Level 2 - A Level 2 employee is an employee who has completed at least three months or in the case of a casual or part time employee, 456 hours training at Level 1 so as to enable them to perform work within the scope of 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 their training.

works from instructions or procedures and works under direct supervision either individually or in a team environment.

is primarily engaged in one or more of the following duties:

- overseeing pool activities;
- assisting with classes and directing leisure activities in a recreational complex;

- attending to equipment and displays, e.g. pool attendant;
- providing customer advice, sales and services;
- operating switchboard and/or telephone paging system;
- clerical duties, involving intermediate keyboard skills with instructions;
- programme/ticket selling and general sales involving receipt of monies and giving change, including operation of cash registers, use of electronic swipe input devices - laundry and/or cleaning duties involving the use of cleaning equipment and/or chemicals;
- maintaining general presentation of grounds;
- door duties, attending a cloak room or car park;
- serving from a snack bar, buffet or meal counter;
- supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- non-cook duties in a kitchen.

Level 3A - A Level 3A employee has completed structured training (which may include formal Life Saving, Rescue and Resuscitation Training) recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

Indicative of some of the duties which an employee at this level may perform include:

- pool attendant (Lifeguard) involved in overseeing pool activities under supervision by a more qualified employee;
- Instructor who works directly with more qualified staff to provide supervision of a group or individual fitness activity or program, only after commencing a recognised course or undertaking accredited training;
- Aerobics instructor undertaking accredited training with less than 12 months experience in the industry;
- recreational/leisure activities, involving the planning, and/or co-ordinating and/or conduct of individual leisure, games, promotional and/or entertainment activities;
- masseur with less than 12 months experience in the industry;
- supervision of front desk, including customer liaison and rostering of front office staff;
- building service employee who undertakes maintenance and/or restoration of hard floor surfaces, including buffing and sealing and/or operating ride on powered sweeping machines;
- gardener/grounds maintenance employee not possessing trade qualifications (and not employed as green keeper);

- maintenance of machinery, plant and technical equipment (non trade qualifications), including a trade assistant undertaking formal training who takes direction from a more qualified employee;
- preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks;
- security work requiring the holding of an appropriate license
- reconciling cash transactions;
- ordering stock;
- undertakes routine chemical testing under technical supervision

Level 3B - Weight loss counsellor who develops nutritional plans and weight loss programs and who weighs and measures and records clients' progress.

Level 4 - An employee at this level must be capable of performing the indicative skills of a Level 3A employee and must also be able to work from complex instructions in the following areas:

Aerobics instructor who has undertaken accredited training plus who has a minimum of 12 months of regular employment in the industry;

Masseur with more than 12 months experience in the industry;

Caretaker who is responsible for maintaining general site appearance and supervising or co-ordinating the work of building services / grounds employees at lower levels.

Progression to Level 5 will be dependent upon successful application and availability of position

Level 5 - An employee who is qualified in a trade recognised by the industry as relevant and appropriate to the work performed, and who is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination (including rostering) of employees within their respective work area to ensure delivery of service. An employee at this level is one who performs the following range of tasks or duties:

- Instructor (including Aerobics instructor) who conducts more than one level or type of class or activity and who may assist in the design and delivery of programs and is capable of assessing participants;
- Lifeguard holding relevant industry qualifications at trade or equivalent level;
- Weight loss counsellor responsible for co-ordinating or supervising the work of employees at lower levels;
- Trade qualified in a single trade stream and who is responsible for giving trade directions for Levels 1 to 4;
- Employee performing horticultural duties at a Certificate or equivalent level.
- Building Maintenance supervisor involved in supervising the general maintenance of buildings and work of employees at Levels 1 to 4;

Level 6 - An employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards, and who exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employer's business.

An employee at this level would have:

- worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience; or
- hold formal trade or technical qualifications relevant to the employer in more than one trade or technical field; which are required by the employer to perform the job; or
- hold specialist post trade qualifications which are required by the employer to perform the job and will have achieved a level or organisation or industry specific knowledge sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

Indicative of duties at this level are:

- General supervision of catering or retail functions;
- Centre administration involving supervision of staff and systems and co-ordinating events;
- development of in-house training programs for instructors and co-ordinators

NOTE: Where supervision is a feature or responsibility of the Level, the supervisory loading referred to in subclause (c), of Clause 2, Rates of Pay, will not be payable.

FURTHER NOTE: The definitions contained in the classification structure above will have no application to a person employed in a managerial capacity (including a manager employed in a Weight Loss Centre) that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his/her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of business.

4. Terms of Engagement

- (a) An employee will be employed as one of the following:
 - (i) a full-time employee;
 - (ii) a part-time employee;
 - (iii) a casual employee
- (b) The employment of employees (excluding casual employees) may be terminated by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This will not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of malingering, inefficiency, neglect of duty or misconduct.
- (c) Trial Period - Notwithstanding anything elsewhere contained in this clause, the first three months of employment will be on a trial basis and may be terminated by two days' notice by either side, or by the payment in lieu by the employer or forfeiture by the employee, of two days' wages.
- (d) Notwithstanding anything contained in this award, an employer may deduct payment of wages for any day, or part thereof, on which an employee cannot be usefully employed because of:
 - (i) any strike;
 - (ii) any breakdown of machinery; or
 - (iii) any stoppage of work unavoidable by the employer.

5. Casual Employment

- (a) Casual employees are persons engaged and paid as such.
- (b) A casual employee will be engaged either on an ordinary or "all-up" basis as detailed below:
 - (i) Ordinary Casual - An ordinary casual will be paid 1/38 of the appropriate weekly rate plus:
 - (1) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
 - (2) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

The payments specified in this subclause include statutory obligations under the *Annual Holidays Act 1944*.

An ordinary casual employee will be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual will be paid 1/38 of the appropriate weekly rate plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes statutory obligations under the *Annual Holidays Act 1944*, and the loadings applicable under this award for work on Saturdays, Sundays, public holidays and at night.

An all-up casual employee will be paid for a minimum engagement of three hours. Provided that where an employer has been engaging casual(s) for periods of less than three hours prior to the commencement of this award, they may continue to do so, subject to a minimum engagement of one hour and a half. Also provided that an all-up casual employee involved in the presentation or conducting of sports games/training (e.g. instructors) will be paid for a minimum engagement of one hour.

5A. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee will 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 their right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such

notice from the employee, the employer must consent to or refuse the election, but must not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt must be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee must, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their 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 their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee will 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 must be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Workplace Health and Safety
- (i) For the purposes of this subclause, the following definitions will apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises must do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate workplace health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.

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

6. Part-time Employment

- (a) A part-time employee is a permanent employee engaged to work less than an average of 38- hours per week over any 28-day period, but not less than 15 hours per fortnight and who is not engaged and paid as a casual.
- (b) A part-time employee will be engaged in writing, detailing their minimum weekly hours and method of engagement.
- (c) A part-time employee will be paid an hourly rate equivalent to the appropriate weekly rate divided by 38 with a minimum shift of three consecutive hours.
- (d) Part-time employees will receive the same benefits as apply to full-time employees under this award but on a pro rata basis.
- (e) A part-time employee can be required to work more than one shift on any day. Provided that the total shifts on any day will not be less than three hours in duration and there will be not more than two such shifts per day within a span of 12 hours from the start of the first such shift to the end of the second such shift, exclusive of any breaks.

7. Hours of Work

- (a) Subject to subclause (g) of this clause, the ordinary hours of work will be not more than an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days;

- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 152 hours within a work cycle not exceeding 28 consecutive days.

The hours of work are to be worked each day in either one or two shifts totalling not more than:

- (i) 10 hours for full-time employees.
- (ii) 10 hours for part-time employees, subject to subclause (e) of clause 6, Part-time Employment.
- (iii) Eight hours for casual employees.

exclusive of any breaks.

- (b) All employees will be notified by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days' notice will be given to the employee should any alteration of the working hours be intended, except in the case of emergency or where the employee(s) agrees to the alteration.
- (c) Each employee will have an average of two days off in each week of employment in a 28-day period. Such two days will be consecutive if it is reasonably possible to arrange rosters accordingly.
- (d) An employee will be paid a loading of 30 per cent for ordinary hours worked between midnight and 6.00 a.m. on all occasions.
- (e) An employee who is principally engaged as a cleaner will be paid a loading of 15 per cent for ordinary hours worked between 6.00pm and midnight. This loading is not payable on weekends or public holidays.
- (f) Full-time and part-time employees will be given 10 clear hours off between finishing work on one ordinary shift and starting work on the next ordinary shift on consecutive days or be paid overtime for all time worked until the employee has had ten clear hours off.
- (g) Employees in Weight Loss Centres - the ordinary hours of work for employees in weight loss centres covered by this award will be 38 per week between the hours of 6.00 am to 8.00 pm, Monday to Friday, and 8.00 am to 6.00 pm on a Saturday.
- (h) Make-up Time -
 - (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

8. Overtime

- (a) All work performed in excess of the hours prescribed in subclause (a) of clause 7, Hours of Work, will be overtime.
- (b) Overtime will be paid at the rate of time and a half for the first two hours and double time thereafter on a daily basis, calculated on:
 - (i) The ordinary rate of pay for weekly employees;
 - (ii) The loaded casual rate (i.e. 15 per cent or 30 per cent loading) for casual employees

- (c) Reasonable Overtime
- (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
 - (d) When overtime work is necessary it will, wherever reasonably practicable, be arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, and that employee has not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until 10 consecutive hours off duty has been allowed without loss of pay for ordinary working time occurring during such absence.

When such a break is not granted by the employer, the employee will be paid double time for all time worked until the appropriate break is granted.

- (e) Time Off in Lieu of Payment for Overtime
- (i) Prior to working overtime, an employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (ii) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.
 - (iv) Where no election is made in accordance with the said paragraph (i), the employee will be paid overtime rates in accordance with the award.

9. Saturday and Sunday Work

- (a) All ordinary work on a Saturday will be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 25 per cent of the employee's ordinary-time classification rate of pay.
- (b) All ordinary work on a Sunday will be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 50 per cent of the employee's ordinary-time classification rate of pay.

10. Public Holidays

- (a) Employees, other than casual employees, will be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Christmas Day, Boxing Day, and any other day or days gazetted as public holidays will be public holidays for the purposes of this clause.

Provided that the abovementioned holidays may be substituted for another day off, by agreement between the employer and the employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave.

- (b) In addition to the holidays specified in subclause (a) of this clause, an employee will be entitled to one additional day as a public holiday in each calendar year. Such additional holiday will be observed on the day when the majority of employees in an establishment observed a day as an additional holiday or on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year.
- (c) Where an employee is absent from employment on the working day (or part thereof) before, or the working day (or part thereof) after a public holiday (or group of public holidays) without reasonable cause, onus of proof of which will lie with the employee, the employee will not be entitled to payment for the holiday(s) succeeding or preceding the absence.
- (d) For all work performed on a public holiday an employee will be paid at double time and a half.

11. Payment of Wages

- (a) All employees are to be paid either weekly, fortnightly or monthly, provided that if demanded by the employee, they will be paid at least once each fortnight.
- (b) Wages will be paid at the election of the employer by:
- (i) cash; or
 - (ii) cheque; or
 - (iii) electronic funds transfer (EFT).

An employer will be required to give reasonable notice to employees of any decision to change the method of payments of wages.

- (c) Written details of all payments and deductions from wages must be supplied to employees.

12. Higher Duties

An employee transferred to work in a classification that provides for a rate of pay higher than the employee's own ordinary rate will be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

13. Meal Breaks

- (a) Meal breaks will be not less than 30-minutes and not more than one hour.
- (b) Such meal breaks are to be commenced not more than five hours after commencing work.
- (c) If the employees are required to work during the time when a meal break should be allowed pursuant to this clause, they will be paid for such time at the appropriate overtime rate and the meal break will be postponed to another mutually convenient time.
- (d) No part of the time taken as a meal interval will be counted as part of the ordinary hours of work.

- (e) Where practicable a paid tea break may be allowed each day for full-time employees. Provided that the taking of such break(s) will be subject to the workload of the business.
- (f) Subject to (c), no employee will be required to work more than five consecutive hours without a break.

14. Sick Leave

An employee, other than a casual employee with not less than three months' continuous service with the employer who, by reason of personal ill-health, is unable to attend for duty will be entitled to ordinary rates of pay for the actual time of such non-attendance, subject to the following conditions and limitations.

- (a) The employees will not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the *Workplace Injury Management and Workers' Compensation Act 1998*.
- (b) The employee wherever possible must, prior to the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- (c) The employee must provide, to the satisfaction of the employer, by the production of a medical certificate or such other evidence as may be acceptable to the employer, that they were unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) An employee will be entitled to be paid sick leave according to the following scale:
 - (i) During the first year of service - 38 hours.
 - (ii) During the second year of service - 60.8 hours.
 - (iii) During the third and subsequent years of service - 76 hours.

Provided that the sick leave entitlement under this clause may be accumulated, subject to continuous employment, for a maximum of 228 hours in addition to the current year's entitlement.

- (e) For absences adjacent to public holidays, refer to subclause (c) of clause 10, Public Holidays.

15. Personal/Carer's Leave

- (a) Use of Sick Leave -
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(iii)(2) who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (ii) The employee must, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a 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), 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 a family group living in the same domestic dwelling.
- (iv) An employee must, wherever practicable, give the employer notice prior to the absence of the 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.

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

Where the parties are unable to reach agreement the disputes procedure at clause 26, Grievance and Dispute Settlement Procedure, should be followed.

(b) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(a)(ii) and 15(a)(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 15(iii)(2) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15A. Parental Leave

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

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer must consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer must take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee must take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee must also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

16. Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15(iii)(2) above who is ill or who requires care due to an unexpected emergency.

17. Annual Leave

- (a) See *Annual Holidays Act 1944*. Reference should also be made to subclause (b) of clause 5, Casual Employment.
- (b) Annual Leave -
 - (i) An employee may elect, with the consent of the employer to take annual leave not exceeding 10 days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) 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.
- (c) 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.

18. Annual Leave Loading

- (a) Each employee, other than a casual employee, before going on any period of annual leave will for each week of such leave be paid an annual leave loading at the rate of 17½ per cent of the ordinary weekly rate of pay prescribed herein for such employee.
- (b) No loading is payable to an employee who takes leave wholly or partly in advance. Provided that if the employment of such an employee continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the award rates of wages applicable on that day.
- (c) No loading is payable on the termination of an employee's employment.

19. Compassionate Leave

- (i) An employee, other than a casual employee, will be entitled to up to two days compassionate leave, without deduction of pay, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee will be entitled to three days compassionate leave where the person travels overseas to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

- (iii) Compassionate leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (iii) of subclause (a) of Clause 15, Personal/Carer's Leave, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Compassionate leave may be taken in conjunction with other leave available under paragraph (iv) subclause (a) of the said clause 15, and clause 16, Unpaid Leave for Family Purpose. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 19(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 15(iii)(2) of clause 15, Personal/Carer's Leave.
 - (b) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Jury Service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will 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 they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An employee will notify the employer as soon as possible of the date upon which they are required to attend for jury service. Also, the employee will give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21. First-Aid

- (a) An employee appointed by the employer to perform first-aid duties and who holds a first-aid certificate will be paid an additional amount per week as set out in Item 4 of Table 2 of Part B or per shift as set out in Item 4 of Table 2 of Part B.

This allowance will not be regarded for calculating other payments arising from this award.

- (b) First-aid Kits - See *Work Health and Safety Act 2011* (First-aid Regulation).

22. General Conditions

- (a) A sufficient supply of boiling or purified water will be provided at meal hours for all employees.
- (b) A lunch room, which may be an area separated by a partition (mobile or otherwise) from the public and is separated from any dressing room, will be provided by the employer.
- (c) A lockable cabinet, cupboard, drawer or locker where employee's valuable may be stored will be provided by the employer.

- (d) Access to suitable lavatory facilities, in close proximity to the work station, will be provided by the employer.
- (e) Where required, an employee working outdoors will be supplied with wet weather gear, footwear and adequate reflective clothing.

23. Allowances

- (a) Stocking Allowance - Employees will be paid a stocking allowance as set out in Item 5 of Table 2 of Part B, if they are required by the employer to wear stockings in the course of their employment. This allowance will only apply to employees employed in Weight Loss Centres.
- (b) Toilet Cleaning Allowance - A cleaner required to clean lavatories will be paid an allowance as set out in Item 5 of Table 2 of Part B. Lavatories of both sexes can be cleaned by cleaners regardless of their gender identity as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning. This allowance will not be payable to employees required to clean toilets as an ancillary function to their normal duties.
- (c) Laundry Allowance - Where a Weight Loss Centre requires an employee to wear a uniform or clothing, the Weight Loss Centre will supply and maintain such uniforms, free of charge to the employee by the Weight Loss Centre laundering or dry cleaning such uniform or clothing. Provided that a laundry allowance as set out in Item 5 of Table 2 may be paid in lieu.
- (d) Broken Shift Allowance - part-time or full-time employees working broken shifts as provided for in subclause (e) of Clause 6, Part-time Employment and clause 7, Hours of Work, will be paid the additional allowances as set out in Item 5 of Table 2.

24. Travelling Time

If an employee is temporarily transferred from the usual place of employment, the employee will be reimbursed any extra cost of travelling and will be paid for any excess time occupied in travelling.

25. Miscellaneous Statutory Provisions

- (a) Long Service Leave - *Long Service Leave Act 1955*.
- (b) Parental Leave - See *Industrial Relations Act 1996* (Chapter 2, Part 4, Division 1).
- (c) Particulars of wages to be supplied to employees - See *Industrial Relations Act 1996* (Section 123).
- (d) Time and pay sheets to be kept - See *Industrial Relations Act 1996* (Section 129).

26. Grievance and Dispute Settlement Procedure

Subject to the *Industrial Relations Act 1996* grievances or disputes will be dealt with in the following manner:

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting must take place within two working days of the issue arising (weekends and holidays excepted).
- (b) If agreement is not reached, the matter must then be referred by the employer to a higher authority (where this exists) not later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.

- (d) While a procedure is being followed, normal work must continue.
- (e) The employer may be represented by an industrial organisation of employers and the employees(s) may be represented by the Union for the purposes of each step of the procedure.
- (f) The foregoing disputes settlement procedure is not mandatory for an employee of a small business employer. For the purposes of this subclause a small business employer is defined as:
 - (i) an employer of fewer than 20 employees; or
 - (ii) an employer with a management structure under which all persons employed by the employer are subject to the direct supervision and control of the employer or the chief executive of the employer.

27. Training

The parties acknowledge that varying degrees of training are provided to employees, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging both employers and employee to avail themselves of the benefits to both from such training.

28. Traineeships

- (i) Application -
 - (a) Subject to paragraph (c) of this subclause, and clause 34, Area, Incidence and Duration this clause will apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with this award.
 - (b) Notwithstanding (a), this clause will apply provisionally for an interim period:
 - (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Commissioner for Vocational Training; and
 - (ii) Ending at the time the employer is notified that the establishment of the traineeship has been approved, or at the end of the probationary period, whichever is the later.
 - (c) This award or any former industrial agreement of the Industrial Relations Commission of New South Wales will apply, except where inconsistent with this clause.
 - (d) Notwithstanding the foregoing, this clause will not apply to employees who were employed by an employer under this award referred to in paragraph (a) of this subclause prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
 - (e) This clause does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998, or in an award that binds the employer. This clause only applies to AQF IV traineeships when the AQF III traineeship in the training package is listed in Appendix A to this award. Further, this award also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification which is excluded from this clause due to the operation of this subclause.

NOTATION: - The abbreviation 'AQF' means Australian Qualification Framework.

- (f) At the conclusion of the traineeship, this clause will cease to apply to the employment of the trainee and the rest of this award will apply to the former trainee.
- (ii) Objective - The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees. Nothing in this clause will be taken to replace the prescription of training requirements in the award.

(iii) Definitions

Structured Training means that training which is specified in the Training Plan which is part of the Training contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in paragraph (f) of subclause (iv) of this clause.

Relevant Union means a union party to the making of this award and which is entitled to enrol the Trainee as a member.

Trainee is an individual who is a signatory to a Training contract registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A trainee can be full-time, part-time or school-based.

Traineeship means a system of training which has been approved by the relevant NSW Training Authority and includes full time traineeships and part time traineeships including school-based traineeships.

Training contract means an instrument which establishes a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

Training Plan means a programme of training which forms part of a Training contract registered with the Relevant NSW Training Authority.

School-Based Trainee is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum and is endorsed by the relevant NSW Training Authority and the NSW Education Standards Authority as such.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 - For the purposes of this clause, any person leaving school before completing Year 10 will be deemed to have completed Year 10.

(iv) Training Conditions

- (a) The Trainee will attend an approved training course or training program prescribed in the Traineeship contract or as notified to the trainee by the relevant NSW Training Authority in an accredited and relevant traineeship.
- (b) A Traineeship will not commence until the relevant Training contract, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority.

- (c) The employer will ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship contract and will ensure that the Trainee receives the appropriate on-the-job training.
 - (d) The employer will provide a level of supervision in accordance with the Training contract during the traineeship period.
 - (e) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and that training records or workbooks may be utilised as part of this monitoring process.
 - (f) Training will be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.
- (v) Employment Conditions
- (a) A Trainee will be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one-year full-time employment.

For example, a part-time trainee working 2½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship will be 36 months.

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.
 - (b) A trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
 - (c) Where the trainee completes the qualification in the Training contract, earlier than the time specified in the Training contract then the traineeship may be concluded by mutual agreement.
 - (d) A traineeship must not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW), or by mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship must notify, in writing, the relevant NSW Training Authority of their decision.
 - (e) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training contract.

- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period will be counted as service for the purposes of any award or any other legislative entitlements.
- (g)
 - (i) The Training contract may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.
 - (ii) No Trainee will work overtime or shift work on their own unless consistent with the provisions of this award.
 - (iii) No Trainee will work shift work unless the relevant parties to this award agree that such shift work makes satisfactory provision for Structured Training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.
 - (iv) The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.
- (h) All other terms and conditions of this award will apply.
- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason, be placed in full time employment with the employer on successful completion of the Traineeship will not be entitled to any severance payment.

The following employment conditions apply specifically to part-time and school-based trainees

- (j) A part-time trainee will receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award will apply to part time trainees except as specified in this clause.
- (k) A part time trainee may, by agreement, transfer from a part time to a fulltime traineeship position should one become available.
- (l) The minimum daily engagement periods applying to part-time employees specified in this award will also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in this award or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion will be three continuous hours, except in cases where it is agreed that there will be a start of two continuous hours, on two or more days per week, provided that:

- (i) a two hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee's place of residence.
- (m) School-based trainees will not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.
- (n) For the purposes of this clause, a school-based trainee will become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.

(vi) Wages -

Wages - Full-Trainees -

- (a) The weekly wages payable to full time trainees will be as prescribed in Part C of the award, as follows:

Industry/Skill Level A	Table 1A
Industry/Skill Level B	Table 1B
Industry Skill Level C	Table 1C
School-Based Trainees	Table 1D

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this clause.
- (c) The wage rates prescribed in this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2021.

These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
- (ii) award wage increases other than State Wage Case adjustments
- (e) Appendix A sets out the rate of pay or skill level of a Traineeship. Where the actual traineeship is listed in Appendix A, the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where the traineeship is not listed in Appendix A, the skill levels in Appendix A are illustrative of the appropriate levels but are not determinative of the actual skill levels. The determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate will be based on the following criteria:
- (i) Any agreement of the parties, or submission by the parties;
- (ii) The nature of the industry;
- (iii) The total training plan;
- (iv) Recognition that training can be undertaken in stages;
- (v) The exit skill level in the Parent Award contemplated by the traineeship.

In the event that the parties disagree with such determination it will be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.

- (f) For the purposes of this provision, "out of school" will refer only to periods out of school beyond Year 10, and will be deemed to
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
- (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- (iii) not include any period during a calendar year in which a year of schooling is completed; and

(iv) have effect on an anniversary date being January 1 in each year.

(g)

(i) Definition of Adult Trainee

An adult trainee for the purpose of this subclause is a trainee who would qualify for the highest wage rate in Industry/Skill Level A, B, or C if covered by that Industry/Skill Level.

(ii) Wage Rates for Certificate IV Traineeships

(a) Trainees undertaking an AQF IV traineeship will receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.

(b) An adult trainee who is undertaking a traineeship for an AQF IV qualification will receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/ Skill Level	First Year of Traineeship SWC 2014	Second Year of Traineeship SWC 2014	First Year of Traineeship SWC 2015	Second Year of Traineeship SWC 2015	Second Year of Traineeship SWC 2020	First Year of Traineeship SWC 2021	Second Year of Traineeship SWC 2021
	2.38% \$	2.38% \$	2.50% \$	2.50% \$	2.50% \$	2.04% \$	2.04% \$
Industry/ Skill Level A	616.30	640.90	631.70	656.90	673.30	644.60	687.00
Industry/ Skill Level B	594.80	616.30	609.70	631.70	647.50	622.10	660.70
Industry/ Skill Level C	538.50	558.00	552.00	571.95	586.20	563.30	598.20

Wages for Part-time and School-Based Trainees -

(a) This clause will apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

(b) Table 1 - Hourly Rates for Trainees Who Have Left School and Table 4 - Hourly Rates for School-based Traineeships of Part C, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38-hour week.

(c) The hours for which payment will be made are determined as follows:

(i) Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates will apply only to the total hours worked by the part-time trainee on-the-job.

(ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e., the same as for the equivalent full-time traineeship):

- (1) If the training is solely on-the-job, then the total hours on-the-job will be multiplied by the applicable hourly rate, and then 20 per cent will be deducted.
- (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training will be multiplied by the applicable hourly rate, and then 20 per cent will be deducted.

Note: 20 per cent is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most fulltime traineeships.

- (iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal fulltime hours.
- (d) For traineeships not covered by clause 8(b) above, the following formula for the calculation of wage rates will apply:

The wage rate will be pro-rata the fulltime rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula:

$$\text{Wage} = \text{Full-time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

* NOTE: 30.4 in the above formula represents 38 ordinary fulltime hours less the average training time for full time trainees (i.e., 20%) a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary fulltime hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-based Traineeships of Part C, Monetary Rates.
- (ii) "Trainee hours" will be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

NOTE: 7.6 in the above formula represents the average weekly training time for a fulltime trainee whose ordinary hours are 38 per week a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

NOTE 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on-the-job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

Example of the calculation for the wage rate for a part time traineeship

A school student commences a traineeship in year 11 the ordinary hours of work in the Parent Award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in year 11 is:

$$\$181 \times \frac{15 - 3.8}{30.4} = \$66.68 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if "trainee hours" changes.

(vii) Grievance Procedures for Trainees -

(a) Procedures relating to grievances of individual trainees -

- (i) A trainee will notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the trainee's grievance is found, then the trainee will seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organisation of employers or employees of which they are a member.
- (v) If no resolution of the trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the trainee or the employer or the industrial organisation representing either party.
- (vi) While this grievance procedure is being followed, normal work will continue.

(b) Procedures relating to disputes, etc., between employers and their trainees:

- (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter will be referred to a higher level of authority.
- (ii) If no resolution can be found to the question, dispute or difficulty the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) While a procedure is being followed, normal work must continue.

- (v) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Superannuation

Superannuation Legislation -

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act, 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s.124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Subject to the requirements of this legislation, superannuation contributions may be made to:
 - (i) Nationwide Superannuation Fund (NSF); or
 - (ii) ASSET (Australian Superannuation Savings Employment Trust); or
 - (iii) Any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management such as ARF (Australian Retirement Fund), LIST (Law Industry Superannuation Trust), MTAAISF (Motor Traders' Association of Australia Industry Superannuation Fund), PISF (Printing Industry Superannuation Fund), REST (Retail Employees Superannuation Trust), STA (Superannuation Trust of Australia) and TISS (Timber Industry Superannuation Scheme); or
 - (iv) Any superannuation fund which has application to the employees in the main business of the employer, pursuant to a superannuation arrangement approved by an industrial tribunal prior to 18 July 1989, and where employees covered by this award are a minority of award covered employees. Where freedom of choice is provided for in such arrangement the principle of that provision will apply; or
 - (v) Any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the employer commenced contributions to such fund prior to 14 February 1992.
 - (vi) Such other funds that comply with the requirements of this legislation.
 - (vii) Any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as The Brethren elects to contribute.

30. Annualised Salaries

Except as to the provisions of subclause (a), of clause 10, Public Holidays, clause 14, Sick Leave, clause 15, Personal/Carer's Leave, clause 16, Unpaid Leave For Family Purpose, clause 17, Annual Leave, clause 19, Compassionate Leave, clause 20, Jury Service, clause 25, Miscellaneous Statutory Provisions and clause 28, Superannuation, this award will not apply to full-time and part-time employees who are in receipt of a weekly wage in excess of 15 per cent above the rate for a Level 6 employee.

This provision will not be taken to effect any right to make other salary arrangements.

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2021. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases other than State Wage Case adjustments.

32. Anti-Discrimination

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

33. Redundancy

- (i) Application -
 - (a) This clause will apply in respect of full-time and part-time employees.
 - (b) This clause will only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

- (d) Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
- (a) Employer's duty to notify
- (1) Where an 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 will notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.
- (b) Employer's duty to discuss change
- (1) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer will provide to the employees 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 employees and any other matters likely to affect employees provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- (iii) Redundancy -
- (a) Discussions before terminations
- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (3) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees 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 categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a)(1) above.

- (1) In order to terminate the employment of an employee the employer will give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above will 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.

- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer will give to the employee three months' notice of termination.

- (2) Payment in lieu of the notice above will 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.

- (3) The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time off during the notice period -

- (1) During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer must, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer must notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Separation Certificate - The employer must, 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.
- (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.
- (v) Severance Pay -
- (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer will pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.
- (b) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.
- The Industrial Relations Commission will have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.
- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.
- (vi) Savings Clause - Nothing in this award will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

34. Area, Incidence and Duration

- (a)
- (i) This award will apply to all employees engaged in the classifications detailed in Clause 2, Rates of Pay and clause 3, Classifications by any organisation, whether run for profit or not, whose operation is substantially one or more of the following:
- Weight Loss Centres;
Gymnasiums;
Squash Courts;
Indoor Cricket and/or Sports Centres;
Ten Pin Bowling Allies;
Aquatic Centres;
Golf Driving Ranges;
Dance Schools Including Jazzercise;
Martial Arts School;
Tennis Centres; and/or
other like Health and Fitness Centres; or
- (ii) Or individuals who predominantly carry out one or more of the following activities:
- Aerobics Instructor, Gym Instructor, Dance Instructor, Health Counsellor, Pool Attendant, Sports Instructor and/or any other like Health Attendant work; where such work is performed in an organisation where no other award or registered enterprise agreement covers such persons; and
- (iii) will be binding upon the Australian Workers' Union, New South Wales, its officers and members, the Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch, its officers and members and employees, whether they are members of the union or not.
- (b) This award will not apply to employees of:
- (i) contract companies who may provide cleaning, security, catering and childcare to any organisation that this award would normally apply.
- (ii) Registered Clubs, Hotels, Motels, Resorts, which are already covered by awards.
- (iii) Outdoor sports stadiums (other than those persons in clause 33 (a) (ii) above,)

- (iv) Entertainment Venues.
- (c) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Health, Fitness and Indoor Sports Centres (State) Award published 28 February 2020 (386 I.G. 1000), as varied.
- (d) This award will take effect on and from 2 May 2022 and will remain in force for a period of 12 months.
- (e) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 May 2022.

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

35. Leave Reserved

Leave is reserved to the parties to amend this award to provide for the following:

- (a) a specific exclusion for Child Care, pending the decision of the Chief Industrial Magistrate in Court file no. CIM 550 of 1997 and CIM 551 of 1997.
- (b) provision of a laundry allowance and uniforms.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Relativities	Full Time SWC 2018 2.5% \$	Hourly Rate SWC 2018 2.5% \$	Full Time SWC 2020 2.5% \$	Hourly Rate SWC 2020 2.5% \$	Full Time SWC 2021 Based on relativities \$	Hourly Rate SWC 2021 Based on relativities \$
Level 1	78%	709.70	18.70	727.40	19.20	772.60	20.33
Level 2	82%	732.30	19.30	750.60	19.80	812.20	21.37
Level 3A	87%	762.80	20.10	781.90	20.60	865.70	22.78
Level 3B	92%	784.90	20.70	804.50	21.20	906.30	23.85
Level 4	92%	788.80	20.80	808.50	21.30	911.30	23.98
Level 5	100%	836.50	22.00	857.40	22.60	990.50	26.07
Level 6	115%	922.10	24.30	945.20	24.90	1139.10	29.98

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate
	%
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week SWC 2017 2.50% \$	Amount Per Week SWC 2018 2.50% \$	Amount Per Week SWC 2020 2.50% \$	Amount Per Week SWC 2021 2.04% \$
1	2(c)	Supervisory loadings - Up to 5 employees	29.00 per week	29.70 per week	30.40 per week	31.00 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	39.50 per week	40.50 per week	41.50 per week	42.30 per week
3	2(c)	Supervisory loadings - 11 or more employees	53.10 per week	54.40 per week	55.80 per week	56.90 per week
4	21(a)	First-aid allowance	13.60 per week 2.65 per shift	13.90 per week 2.70 per shift	14.20 per week 2.80 per shift	14.50 per week 2.90 per shift
5	23(a)	Stocking allowance	3.80 per week 0.85 per day	3.90 per week 0.90 per shift	4.00 per week 0.90 per shift	4.10 per week 0.9 per shift
	23(b)	Toilet cleaning allowance	11.20	11.50	11.80	12.00
	23(c)	Laundry Allowance	9.50 per week 1.95 per day	9.70 per week 2.00 per day	9.90 per week 2.10 per day	10.10 per week 2.10 per day
	23(d)	Broken Shift Allowance: for each broken shift so Worked	14.50 per day	14.90 per day	15.30 per day	15.60 per day
		Excess fares allowance	9.70 per week 1.95 per day	9.90 per week 2.00 per day	10.10 per week 2.10 per day	10.30 per week 2.10 per day

Table 3 - Base Rate

	Relativity %	Amount Per Week (includes 2.5% for 2020) \$	Amount Per Week (includes 2.04% for 2021) \$
Level 1	78	354.40	361.60
Level 2	82	372.70	380.30
Level 3A	87.4	397.40	405.50
Level 3B	91.5	415.90	424.40
Level 4	92	418.20	426.70
Level 5	100	454.50	463.80
Level 6	115	522.60	533.30

Table 4 - Supplementary Payments

	Relativity %	Supplementary Payments (includes 1.75% for 2020)	Supplementary Payments (includes 2.04% for 2021)
Level 1	78	112.15	114.40
Level 2	82	114.80	117.10
Level 3A	87.4	118.30	120.70
Level 3B	91.5	120.15	122.60
Level 4	92	121.20	123.70
Level 5	100	126.85	129.40
Level 6	115	139.75	142.60

PART C**TRAINEE MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Year 10 SWC 2018	Year 11 SWC 2018	Year 12 SWC 2018	Year 10 SWC 2020 (correcting error)	Year 11 SWC 2020 (correcting error)	Year 12 SWC 2020 (correcting error)	Year 10 SWC 2021	Year 11 SWC 2021	Year 12 SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
School Leaver	320.60	353.00	424.00	328.60	361.80	434.60	335.30	369.20	443.50
Plus 1 year out of school	353.00	424.00	494.30	361.80	434.60	506.70	369.20	443.50	517.00
Plus 2 years	423.60	494.30	573.20	434.20	506.70	587.50	443.10	517.00	599.50
Plus 3 years	494.30	573.20	655.70	506.70	587.50	672.10	517.00	599.50	685.80
Plus 4 years	573.20	655.70	655.70	587.50	672.10	672.10	599.50	685.80	685.80
Plus 5 years or more	655.70	655.70	655.70	672.10	672.10	672.10	685.80	685.80	685.80

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Year 10 SWC 2018	Year 11 SWC 2018	Year 12 SWC 2018	Year 10 SWC 2020 (correcting error)	Year 11 SWC 2020 (correcting error)	Year 12 SWC 2020 (correcting error)	Year 10 SWC 2021	Year 11 SWC 2021	Year 12 SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
School Leaver	320.60	353.30	410.50	328.60	362.10	420.80	335.30	369.50	429.40
Plus 1 year out of school	353.30	410.50	472.30	362.10	420.80	484.10	369.50	429.40	494.00
Plus 2 years	410.50	472.30	554.90	420.80	484.10	568.80	429.40	494.00	580.40
Plus 3 years	472.50	554.90	632.50	484.30	568.80	648.30	494.20	580.40	661.50
Plus 4 years	554.90	632.50	632.50	568.80	648.30	648.30	580.40	661.50	661.50
Plus 5 years or more	632.50	632.50	632.50	648.30	648.30	648.30	661.50	661.50	661.50

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
	SWC 2018	SWC 2018	SWC 2018	SWC 2020 (correcting error)	SWC 2020 (correcting error)	SWC 2020 (correcting error)	SWC 2021	SWC 2021	SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$	\$	\$	\$
School Leaver	321.90	353.30	406.80	329.90	362.10	417.00	336.60	369.50	425.50
Plus 1 year out of school	353.30	406.80	457.70	362.10	417.00	469.10	369.50	425.50	478.70
Plus 2 years	406.80	457.70	509.90	417.00	469.10	522.60	425.50	478.70	533.30
Plus 3 years	457.70	509.90	570.50	469.10	522.60	584.80	478.70	533.30	596.70
Plus 4 years	511.00	570.50	570.50	523.80	584.80	584.80	534.50	596.70	596.70
Plus 5 years or more	570.50	570.50	570.50	584.80	584.80	584.80	596.70	596.70	596.70

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year 11 SWC 2018	Year 12 SWC 2018	Year 11 SWC 2020 (correcting error)	Year 12 SWC 2020 (correcting error)	Year 11 SWC 2021	Year 12 SWC 2021
	2.50%	2.50%	2.50%	2.50%	2.04%	2.04%
	\$	\$	\$	\$	\$	\$
School based Traineeships Skill Levels A, B and C	321.90	353.30	329.90	362.10	338.10	371.20

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

APPENDIX A

Industry/Skill Levels

Industry/Skill Level A

Industry/Skill Level B

Sport & Recreation (Sport & Recreation - Certificate) II

Sport & Recreation (Sport & Recreation - Certificate) III

Sport & Recreation (Career Oriented Participation) Certificate II

Sport & Recreation (Career Oriented Participation) Certificate III

Sport & Recreation (Coaching) Certificate III

Sport & Recreation (Officiating) Certificate II

Sport & Recreation (Officiating) Certificate III

Sport & Recreation Sport (Trainer) Certificate III

Sport & Recreation Community Recreation (Instruct) Certificate II

Sport & Recreation Community Recreation Certificate II

Sport & Recreation Community Recreation Certificate III

Sport & Recreation Fitness Certificate III

Sport & Recreation Sport (Massage Therapy) Certificate III

Industry/Skill Level C

D. SLOAN, *Commissioner*

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LOCAL GOVERNMENT (STATE) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 198456 of 2022)

Before Commissioner Sloan

15 July 2022

VARIATION

1. Delete the table of Clause 31E (XII) - Traineeship Wage Rates, Part B, Monetary Rates - Table 1, of the Award published 3 July 2020 (388 I.G. 1038) and reprinted 19 November 2021 (390 I.G. 1121) and insert in lieu thereof the following:

CLAUSE 31E (XII) - TRAINEESHIP WAGE RATES

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	363.40	400.10	475.90
Plus 1 year out of school	400.10	475.90	553.90
Plus 2 years	475.90	553.90	644.50
Plus 3 years	553.90	644.50	738.00
Plus 4 years	644.50	738.00	
Plus 5 years or more	738.00		

2. Delete Clause 16(x)(j) Vehicle Allowance (cents per km) in Table 2 - Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Clause 16(x)(j) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.68 p.km.	0.68 p.km. from first pay period 26/8/21 0.70 p.km.	0.70 p.km. From first pay period 15/07/22 0.78 p.km.
2.5 litres and over	0.78 p.km.	0.78 p.km. from first pay period 26/8/21 0.80 p.km.	0.80 p.km. from first pay period 15/07/22 0.91 p.km.

3. Delete Clause 16(xiv) Meal Allowance in Table 2 - Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Clause 16(xiv) Meal Allowance	15.94 from 6/11/20 16.28	16.28 from first pay period 26/08/21 16.53	16.53 from first full pay period 15/07/22 16.91
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4. Delete Clause 17A(i) Vehicle Allowances (cents per km) in Table 2 - Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

	First Pay Period 01/07/20 \$	First Pay Period 01/07/21 \$	First Pay Period 01/07/22 \$
Clause 17A(i) Vehicle Allowance (cents per km)			
Under 2.5 litres	0.68 p.km.	0.68 p.km. from first pay period 26/10/21 0.70 p.km.	0.70 p.km. from first pay period 15/07/22 0.78 p.km.
2.5 litres and over	0.78 p.km.	0.78 p.km. from first pay period 26/10/21 0.80 p.km.	0.80 p.km. from first pay period 15/07/22 0.91 p.km.

5. This variation takes effect on 15 July 2022.

D. SLOAN, *Commissioner*

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SERIAL C9495

**PARAMEDICS AND CONTROL CENTRE OFFICERS (STATE)
AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, Industrial Organisation of Employees.

(Case No. 78340 of 2021)

Before Chief Commissioner Constant
Commissioner Murphy
Commissioner Sloan

27 May 2022

VARIATION

1. Insert after subclause (k) of clause 22, Roster of Hours, of the award published 10 September 2021 (390 I.G. 325) the following new subclause:
 - (l) The Service will apply rostering practices intended to avoid single paramedic responses to the extent practicable. To that end it will apply the Work Instruction titled Clinical Operations – Dual Paramedic Crewing dated 12 June 2020, or as amended or replaced by the Service from time to time following consultation.
2. This variation will take effect on and from 27 May 2022.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Business Chamber Limited, Industrial Organisation of Employers.

(Case No. 77087 of 2022)

Before Commissioner Sloan

13 May 2022

VARIATION

1. Delete subclause 3.2 of clause 3, The Surcharge, of Schedule I - Temporary Fuel Surcharge, of the contract determination published 24 August 2020 (387 I.G. 924) and insert in lieu thereof the following:

3.2

For pay periods commencing between 16 May 2022 and 19 June 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.10
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.17
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.25
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.25
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.25
Rigid-carrying capacity over 14 tonnes or more	\$0.32
Single Axle Prime Mover	\$0.32
Bogie Axle Prime Mover	\$0.39

For pay periods commencing between 18 April 2022 and 15 May 2022, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.11
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.18
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.27
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.27
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.27
Rigid-carrying capacity over 14 tonnes or more	\$0.34
Single Axle Prime Mover	\$0.34
Bogie Axle Prime Mover	\$0.42

2. Delete the table in subclause 3.3 of clause 3, of Schedule I - Temporary Fuel Surcharge, and insert in lieu thereof the following:

For pay periods commencing between 16 May 2022 and 19 June 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.45
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.45
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.45
Rigid-carrying capacity over 14 tonnes or more	\$4.42
Single Axle Prime Mover	\$4.44
Bogie Axle Prime Mover	\$5.39

For pay periods commencing between 18 April 2022 and 15 May 2022:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$3.72
Rigid-carrying capacity over 10 and including 12 tonnes	\$3.72
Rigid-carrying capacity over 12 and including 14 tonnes	\$3.72
Rigid-carrying capacity over 14 tonnes or more	\$4.77
Single Axle Prime Mover	\$4.79
Bogie Axle Prime Mover	\$5.81

3. This variation will take effect on 16 May 2022.

D. SLOAN, *Commissioner*

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