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LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 709 of 2007)

Before Commissioner Macdonald

25 September 2007

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

| Clause No. | Subject Matter |
|------------|----------------|
|------------|----------------|

PART A

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SCHEDULE A

Clothing Regulations

2. Anti-Discrimination

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

NOTES

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

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

3. Definitions

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

4. Skill Descriptors

- (i) Band 1 - Apprenticeship

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

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

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

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

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

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

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

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

- (ii) Technical/Trades Band:

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

Band 2, Level 1 Skill Descriptors

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

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

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

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

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

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

Band 2, Level 2

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

Skill Descriptors

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

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

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

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

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

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

Band 2, Level 3

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

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

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

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

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

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

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

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

Skill Descriptors

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

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

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

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

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

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

(iii) Professional/Specialist Band

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

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

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

Band 3, Level 1

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

Skill Descriptors

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

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

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

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

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

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

Band 3, Level 2

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

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

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

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

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

Skill Descriptors

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

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

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

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

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

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

Band 3, Level 3

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

Skill Descriptors

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

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

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

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

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

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

Band 3, Level 4

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

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

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

Skill Descriptors

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

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

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

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

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

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

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

5. Rates of Pay

| | | |
|------------------|----------|--------------|
| Apprenticeship | 1st year | See Appendix |
| | 2nd year | See Appendix |
| | 3rd year | See Appendix |
| | 4th year | See Appendix |
| Technical/Trades | Level 1 | See Appendix |
| | Level 2 | See Appendix |
| | Level 3 | See Appendix |
| Professional | Level 1 | See Appendix |
| | Level 2 | See Appendix |
| | Level 3 | See Appendix |
| | Level 4 | See Appendix |

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

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

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

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

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

6. Appointments and Promotions

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

7. Special Allowances

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

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

- (ii) Multiple Allowances - allowances prescribed by this clause shall be applied concurrently, one with the other as the circumstances of the work shall determine, provided that not more than one of the allowances prescribed in subclause (i) of this clause, is to be applied at the same time in which case the highest of such allowance shall apply.
- (iii) Paid on Overtime - allowances prescribed by this clause shall apply during periods of overtime performed outside the ordinary hours of duty, as the circumstances and nature of the work require.
- (iv) Non-Extended Payment - allowances prescribed by this clause shall apply only as the circumstances determine, and shall not be applicable in the calculation of any other benefit or entitlement except in respect of overtime, as prescribed by subclause (v) of this clause.
- (v) Allowances Indivisible - allowances prescribed by this clause are indivisible and shall be paid at the rate prescribed for each hour or part thereof.

8. Tool Allowances

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

- (ix) Allowances Indivisible - allowances prescribed by this clause are indivisible, except where the allowance has commenced, or ceases to be paid, on a date which does not coincide with the usual pay period. In this event, the allowance may be divided by one-fifth for each award-paid day, or part thereof.

9. Terms of Employment

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

10. Calculation of Service

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

11. Hours

A. Spread of Hours

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

B. Arrangement of Hours

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

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

C. General

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

12. Part-Time and Casual Employees

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

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

13. Overtime

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

14. On Call

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

15. Meal Breaks and Allowances for Overtime Work

- (i) An employee who, having being so instructed, works overtime for two hours or more prior to the agreed commencing time shall be paid a meal allowance as set out in item 15 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.
- (ii)
 - (a) An employee who, having been so instructed, works overtime for 1 hours or more immediately after the agreed finishing time shall be allowed a meal break of 20 minutes which shall be paid

for at the appropriate overtime rate. The employee shall also be entitled to a meal allowance as set out in the said item 15.

- (b) Where overtime worked continues immediately after the agreed finishing time for 4 hours or more the employee shall be allowed a further meal break of 20 minutes which shall be paid for at the appropriate overtime rate. The employee shall also be entitled to a meal allowance as set out in item 15 of the said Table 2.

16. Holidays

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

17. Annual Leave

- (i) Annual leave of absence, consisting of four weeks at the ordinary rate of pay exclusive of award holidays observed on a working day, shall be granted to an employee who has given twelve months' service and shall be taken on its due date or as rostered within the ensuing twelve months, excepting under special circumstances as approved by the council whose decision shall be final.
- (ii)
 - (a) Where a rotating annual leave roster, as agreed upon by the council and the Union concerned, is put into operation, for the purpose only of working of such roster system, the council may allow annual leave to be taken before its due date.
 - (b) Where an employee has been allowed annual leave before its due date and the employee's service is terminated any amounts paid in advance of the entitlement shall be deducted from the termination pay.

- (iii) On resignation or termination of employment, the council shall pay to the employee any accrued annual leave. In addition, the employee shall be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable shall be calculated according to the ordinary rate of pay applicable at the date of termination of service.

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

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

18. Sick Leave

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

| | |
|---------------------------------|---------|
| After first 3 months an initial | 3 days |
| After first 6 months a further | 4 days |
| After first 12 months a further | 8 days |
| After first 18 months a further | 6 days |
| After first 24 months a further | 9 days |
| After first 36 months a further | 15 days |

| | |
|---|---------|
| After first 48 months a further | 15 days |
| After first 60 months a further | 18 days |
| After each additional 12 months a further | 18 days |

or

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

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

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

19. Carer's Leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20(1)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 19, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 33, Disciplinary, Grievance and Dispute Procedures, should be followed.

(2) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20(1)(c) above who is ill or who requires care due to an unexpected emergency.

- (3) Annual Leave
- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and council may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of 13, Overtime, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the council, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time
- (a) An employee may elect, with the consent of the council, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the council, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the council, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the council, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the council and employee, or subject to reasonable notice by the employee or the council.
 - (d) This subclause is subject to the council informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

- (7) Personal Carers Entitlement for casual employees
- (1) Subject to the evidentiary and notice requirements in 20(1)(b) and 20(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20(1)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

20. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of clause 19(i)(c)(2) of this award provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under clause 19(2), (3), (4), (5) and (6) of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 21(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 20(1)(c) of clause 19, Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20A. Parental Leave

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

- (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

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

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

(4) Communication during parental leave

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

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

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

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

21. Leave Without Pay

- (i) Periods of leave without pay other than approved sick leave without pay taken at a time mutually convenient to Council and the employee shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or annual leave loading. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (ii) Where an employee is absent from work on approved leave without pay, he/she shall not be entitled to payment for any holiday which occurs during the period of absence.

22. Long Service Leave

- (i) Except as hereinafter provided, an employee upon completion of 10 years continuous service with the presently employing Council shall be entitled to long service leave on full pay as follows:
 - (a) For employees engaged by the Council prior to 1 July 1995

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

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

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

- (ii) Where an employee has completed at least five years service but less than ten years service with the Council, and his/her employment is terminated by the Council for any cause or by the employee on account of illness or incapacity or domestic or other pressing necessity or death, the Council shall pay to such employee the monetary equivalent of a proportionate amount on the basis of 1.3 weeks pay for each year of service computed in monthly periods.
- (iii) Long service leave shall be taken at a time mutually convenient to the Council and employee in minimum periods of 4 weeks provided that all long service leave accruing on or after 23 June 1988 shall be taken within 5 years of it falling due at a mutually convenient time.
- (iv) For the purpose of this clause continuity of service shall be deemed not to have been broken by transfer or change of employment from one Council to another provided the period between cessation of service with one Council and appointment to the service of another Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of transfer; provided further that the employee concerned does not accept employment of any kind during the period of paid leave between the cessation of service with one Council and appointment to the service of another council.
- (v) For the purpose of this clause service shall include the following periods;
 - (a) In the case of an employee transferred to the service of a Council of a new or altered area - any period of service with the Council from which such employee was transferred.
 - (b) Service shall mean all services with a Council irrespective of the classification under which the employee was employed.

- (c) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken but excepting periods of unpaid sick leave.
- (vi)
- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause, all prior continuous service with any other Council or Councils shall be deemed to be service with the Council by which the employee is currently employed.
- For the purpose of this subclause continuous service shall be in accordance with subclause (iv) of this Clause.
- (b) Where an employee transfers from one Council to another, the former Council shall pay to the newly employing Council the monetary equivalent of long service leave for the period of service computed in completed months with the former Council and in respect of which long service leave has not already been taken or paid for in lieu and calculated on the basis prescribed in subclause (i) of this clause at the rate of salary payable on the date of transfer of the employee.
- Where an employee has completed at least 10 years continuous service with the Council and previously employing Council(s) as prescribed in this Clause, the employee may elect to be paid the monetary equivalent of the entitlement to such leave in lieu of having the monetary equivalent of long service leave standing to the employee's credit transferred to the newly employing Council.
- A statement showing all prior continuous service with the Council or Councils of the employee concerned shall be furnished together with details of the assessment of the amount forwarded. Upon receipt of such amount the money shall be paid into a long service leave reserve account and suitable notations made in the Council's Long Service Leave Record.
- (vii) All long service leave already taken with the Council and with other Councils or bodies established under Local Government Legislation, and/or the equivalent of any such leave represented by a cash payment in lieu thereof paid to the employee upon termination of service with any such bodies, shall be deducted from the accrued leave at credit to the employee, as calculated in accordance with this Clause.
- (viii) A Council which has received under paragraph (b) of subclause (vi) of this clause a monetary equivalent for Long Service leave entitlement to cover an employee's period of service with a previously employing Council or Councils shall if the employee subsequently leaves the service of that employing Council to seek employment outside Local Government before a long service leave entitlement has become due, refund to such previously employing Council(s) any amount(s) which were received as monetary equivalent from such Council(s).
- (ix) Payment to an employee proceeding on long service leave shall be made by Council before the employee enters upon the leave.
- (x) When the service of an employee with more than 10 years service is terminated for any cause, long service leave shall be deemed to have accrued for the employees total length of service and an amount equivalent to such accrued long service leave, less such leave already taken, computed in monthly periods shall constitute the employees entitlement.
- (xi) Where an employee has become entitled to a period of leave, and the employee's employment is terminated whether by resignation, death or dismissal for any cause, the employee shall be deemed to have entered upon leave at the date of termination of such employment and shall be entitled to payment accordingly.
- (xii)
- (a) For employees engaged by Council prior to 1 July 1995 long service leave shall be exclusive of all award holidays which occur during the period of such leave.

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

23. Training

A. Trade Union Training Leave

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

B. Council Training

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

Accordingly, the parties commit themselves to:

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

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

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

Performance criteria should consist of outcomes and evaluative statements.

(viii) Skills Acquired

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

24. Travelling Allowance

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

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

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

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

25. Higher Paid Work

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

26. Clothing

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

27. Driving of Motor Vehicles

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

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

28. Industry Allowance

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

29. Termination of Employment

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

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

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

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

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

30. Redundancy and Technological Change

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

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

(ii) Council's Duty to discuss Change

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

(iii) Discussion Before Termination

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

(iv) Notice to Centrelink

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

(v) Notice of Termination

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

(vi) Severance Pay

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

If the employee is less than 45 years of age:

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

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

If the employee is 45 years of age and over

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

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

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

of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.

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

31. Miscellaneous

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

32. Disciplinary, Grievance and Dispute Procedures

A. Disciplinary Procedure

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

Unsatisfactory work performance or conduct shall include neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record of such initial warning shall be kept on the employee's personal file and a copy of the warning shall be shown to the employee.

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

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

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

the standard of work or conduct expected;

where the employee is failing to meet these required standards

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

the severity of the situation;

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

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

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

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

B. Grievance and Dispute Procedures

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

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

33. Council Agreement

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

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

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

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

34. Performance Evaluation and Reward

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

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

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

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

The performance development process can be simplified to three stages:

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

35. Consultative Mechanisms

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

36. Jury Service

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

37. Salary Sacrifice

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

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

38. Superannuation Fund Contributions

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

39. Area, Incidence and Duration

This award shall take effect from the first pay period to commence on or after 7 December 1995 and shall remain in force for a period of twelve months.

This award was reviewed under section 19 of the *Industrial Relations Act* 1996 and in accordance with the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (359 I.G. 310), and take effect from 25 September 2007.

This award shall apply to all councils (as defined in Clause 4) in Local Government within New South Wales (other than the Council of Sydney, the Council of the City of South Sydney and the Council of the city of Newcastle and also excluding the County of Yancowinna).

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

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

PART B**MONETARY RATES****Table 1 - Wage Rates**

| | Rate of Pay Per Week \$ |
|-------------------------------|----------------------------|
| Technical/Trades Band Level 1 | 646.90 |
| Technical/Trades Band Level 2 | 711.50 |
| Technical/Trades Band Level 3 | 814.00 |
| Professional Band Level 1 | |
| Professional Band Level 2 | 711.50 |
| Professional Band Level 3 | 814.00 |
| Professional Band Level 4 | 912.50 |
| Apprentice 1st Year | 1066.30 |
| Apprentice 2nd Year | |
| Apprentice 3rd Year | 358.10 |
| Apprentice 4th Year | 423.00 |

These rates shall take effect from the first full pay period to commence on or after 8th August 2007.

NOTE:

The rates of pay in this award include the adjustments payable under the State Wage Cases of 2007. This adjustment may be offset against:

- (a) Any equivalent over award payments, and/or
- (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments

Table 2 - Other Rates and Allowances

| Clause 7 - Special Allowances | |
|---|------------------|
| (i) Wages | |
| (a) Dirty work, etc | 0.27 per hour |
| (b) Wet places | 0.32 per hour |
| (c) Confined spaces | 0.32 per hour |
| (d) Working underground | 0.27 per hour |
| (e) Working with raw sewerage | 6.03 per day |
| Clause 8 - Tool Allowances | |
| (i) Electrical Tradesperson | \$25.10 per week |
| (iv)(b) Amount payable by employee for each claim for compensation of loss of tools | \$63.30 |
| Clause 14 - On Call | |
| (iii) On call allowance | \$82.40 |
| Clause 15 - Meal Time and Allowances | |
| (i) Meal allowance | \$11.30 |
| (ii)(a) Meal allowance | \$11.30 |
| (ii)(b) Meal allowance working 4 hours overtime | \$8.60 |

| Clause 24 - Travelling Allowance | |
|---|-----------------|
| Where the employee works at a distance from the depot greater than: | |
| (ii) 3-10 kms | \$3.95 per day |
| 10-20 kms | \$7.05 per day |
| 20-30 kms | \$9.90 per day |
| 30-40 kms | \$12.80 per day |
| 40-50 kms | \$15.90 per day |
| For each additional kilometre | \$0.31 |

| Clause 27 - Driving of Motor Vehicles | |
|---|-----------|
| (ii) (a) Use of private vehicle (cents) per kilometre | |
| Under 2.5 litres | \$0.54 |
| 2.5 litres and over | \$0.62 |
| (b) Minimum yearly allowance | \$6984.00 |

| Clause 28 - Industry Allowance | |
|--------------------------------|------------------|
| Industry Allowance | \$41.50 per week |

| Clause 31 - Miscellaneous | |
|-------------------------------------|----------------|
| (ii) (a) West of the line allowance | \$1.03 per day |
| (iii) First-aid allowance | \$2.40 per day |

SCHEDULE A

Clothing Regulations

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

A. MACDONALD, Commissioner

LOCAL GOVERNMENT (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 87 of 2007)

Before Mr Deputy President Sams

22 October 2007

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

| Clause No. | Subject Matter |
|------------|--|
| 1. | Arrangement |
| 2. | Statement of Intent |
| 3. | Anti-discrimination |
| 4. | Definitions |
| 5. | Skill Descriptors |
| 6. | Rates of Pay |
| 7. | Salary System |
| 8. | Use of Skills |
| 9. | Payment for Relief Duties/Work |
| 10. | Payment of Employees |
| 11. | Salary Sacrifice |
| 12. | Superannuation Fund Contributions |
| 13. | Allowances, Additional Payments and Expenses |
| 14. | Motor Vehicle Leaseback |
| 15. | Residence |
| 16. | Hours of Work |
| 17. | Overtime |
| 18. | Holidays |
| 19. | Leave Provisions |
| 20. | Flexibility for Work and Family Responsibilities |
| 21. | Part-time Employment |
| 22. | Casual Employment |
| 23. | Job Share Employment |
| 24. | Junior and Trainee Employment |
| 25. | Training and Development |
| 26. | Performance Evaluation and Reward |
| 27. | Consultative Committees |
| 28. | Appointment and Promotion |
| 29. | Term Contracts |
| 30. | Grievance and Dispute Procedures |
| 31. | Disciplinary Procedures |
| 32. | Occupational Health and Safety |
| 33. | Termination of Employment |
| 34. | Workplace Change and Redundancy |
| 35. | Competitive Tendering |
| 36. | Council Agreements |
| 37. | Award Implementation Committee |
| 38. | Savings and Transitional |

- 39. Leave Reserved
- 40. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

Schedule 1 - Minimum Standards of Caravan

Accommodation to be provided to Employees

Required to Camp Out

2. Statement of Intent

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

- improve skill levels and establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;
- work reasonable hours;
- ensure flexibility for work and family responsibilities; and
- ensure the delivery of quality services to the community and continuous improvement.

3. Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

4. Definitions

- (i)
 - (a) Council means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993*. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993*. Council shall also mean City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples).
 - (b) General Manager shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act 1993* and such other duties that council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of council.
- (ii) Association means the Local Government Association of New South Wales and/or the Shires Association of New South Wales.
- (iii) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (depa); and the Nurses' Association of New South Wales.
- (iv) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:
 - Saturday, Sunday and shift penalties
 - disability allowances
 - climatic, west of the line allowances
 - tool allowances
 - on call allowance
 - first aid allowance
 - community language and signing work allowances.

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

overtime payments
camping allowance
travelling allowances
sewer chokes allowance
car allowances
meal allowances.

- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (vii) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (viii) Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).

5. Skill Descriptors

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

- (i) Operational Band 1, Level 1

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

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

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

Management skills: Not required.

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

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

- (ii) Operational Band 1, Level 2

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

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

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

Management skills: Not required.

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

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

(iii) Operational Band 1, Level 3

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

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

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

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

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

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

(iv) Operational Band 1, Level 4

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

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

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

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

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

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

(v) Administrative / Technical / Trades Band 2, Level 1

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

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

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

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

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

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

(vi) Administrative / Technical / Trades Band 2, Level 2

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

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

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

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

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

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

(vii) Administrative / Technical / Trades Band 2, Level 3

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

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

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

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

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

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

(viii) Professional / Specialist Band 3, Level 1

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

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

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

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

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

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

(ix) Professional / Specialist Band 3, Level 2

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

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

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

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

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

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

(x) Professional / Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the council. Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

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

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

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

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

(xi) Professional / Specialist Band 3, Level 4

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

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

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

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

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

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

(xii) Executive Band 4

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

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

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

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

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

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

6. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 5, Skill Descriptors of this award.
- (ii) The rates of pay are set out in Table 1 of Part B of this award are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) Council shall introduce a salary system to complement the skills-based structure and rates of pay of the award.
- (iv) An employee's current weekly rate of pay for the purposes of the Workers Compensation Act, 1987 shall be the rate paid to the employee under the salary system.

7. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 5 Skills Descriptors of this award.
- (iv) Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (v) Subject to subclause (iv), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vi) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (vii) Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, council will provide one.
- (viii) At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (ix) The salary system shall include a process by which employees can appeal against their assessment.

- (x) Employees shall have access to information regarding the grade, salary range and progression steps of the position.

8. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclause (xi) of Clause 13, Allowances, Additional Payments and Expenses, employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

9. Payment for Relief Duties/Work

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 19 Part C(v) of this award.
- (iii) An award employee who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993*, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

10. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly or any other period by agreement on a fixed regular pay day.
- (ii) Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

11. Salary Sacrifice

- (i) Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
 - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) Council may maintain and/or enter into other salary sacrifice arrangements with employees.

12. Superannuation Fund Contributions

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

13. Allowances, Additional Payments and Expenses

(i) Disability Allowances

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

This allowance shall be paid at the rate set out in Table 2 of Part B of this award and shall be paid for all purposes of the award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

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

Excepting staff engaged in the following functions:

Administration
Civic Centre, Recreation and Theatre
Community Services
Finance
Garbage, Sanitary and Sullage
Managing Saleyards
Noxious Plant Inspection
Ordinance Control
Public Relations
Supervising in Band 2
Technical Services
Works Supervisor

- (b) All employees classified in the Operational Band 1, of this award (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this award. This allowance shall be paid for all purposes of the award but shall not attract any penalty.

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

(ii) Sewer Chokes

Employees clearing sewer chokages shall be paid at the rate set out in Table 2 of Part B of this award whilst so engaged.

(iii) Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(iv) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter digestion tanks at sewerage treatment works for the purpose of cleaning tanks, or who are required to enter and clean aeration ponds or who are required to enter and clean wet wells at sewer pump stations shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) Employee Providing Tools

- (a) Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows:

| | Per Week \$ |
|------------------------------|-------------------|
| Bricklayer | Table 2 of Part B |
| Carpenter and Plumber | Table 2 of Part B |
| Metals and Mechanical Trades | Table 2 of Part B |
| Painter and Signwriter | Table 2 of Part B |
| Plasterer | Table 2 of Part B |

- (b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.
- (c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.
- (d) Compensation of Tools - The council shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- (e) Provided for the purposes of this clause: -
- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
 - (2) The employee shall, if requested to do so, furnish the council with a list of tools so used;
 - (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
 - (4) The employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

(vi) Telephone

Where an employee and council agree that a telephone installed at the employee's residence can be used as a means of communication to such employee the council shall reimburse the employee the annual rental of such telephone and for the actual charge made for all outward calls made on council's behalf.

(vii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the council and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the council and the employee. Travelling arrangements shall be agreed between council and the employee.

(viii) Car Allowances

- (a) Where by agreement an employee supplies a car, the allowance to be made for the use and depreciation of such vehicle shall be:

| | Kilometres travelled each year on official business - cents per kilometre |
|---|---|
| Under 2.5 litres (nominal engine capacity) | Table 2 of Part B |
| 2.5 litres (nominal engine capacity) and over | Table 2 of Part B |

- (b) Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.
- (c) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (b).
- (d) Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

(ix) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and / or finish at a location away from the council depot, workshop or other agreed starting point.
- (b) For the purposes of this subclause "normal starting point" shall mean:
- (1) the council workshop or depot;
 - (2) a council office or building to which the employee is usually assigned;
 - (3) any other agreed starting and/or finishing point.
- (c) Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to another starting point at any time by agreement, such agreement shall not unreasonably be withheld by either party. In the event of a dispute Clause 30, Grievance and Dispute Procedures, shall apply.
- (d) An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as under:

Where the employee works at a distance from the employee's residence greater than:

| | |
|---------------------------------------|-------------------|
| 3km but not more than 10km | Table 2 of Part B |
| More than 10km but not more than 20km | Table 2 of Part B |

| | |
|--|-------------------|
| More than 20km but not more than 33km | Table 2 of Part B |
| More than 33km but not more than 50km | Table 2 of Part B |
| Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms | Table 2 of Part B |

- (e) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the council by which they are employed.
- (f) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (g) Where transport is provided by council the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (h) Where council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as follows:

| | Kilometres travelled transporting other employee(s) or materials Cents per kilometre |
|---|---|
| Under 2.5 litres (nominal engine capacity) | Table 2 of Part B |
| 2.5 litres (nominal engine capacity) and over | Table 2 of Part B |

Such car allowance shall be paid in addition to travelling allowances provided by this subclause.

- (i) This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- (j) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 30 of this award shall be applied.
- (k) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- (l) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (x) **Camping Allowance**
- (a) Employees who are required by council to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
- (b) A council shall pay the camping allowance in advance if requested, where council requires the employee to camp out for all of the rostered working days in a week. The council shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
- (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours.

If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (ix) of this clause.

- (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
 - (e)
 - (1) Council shall provide transport for employees, who are required to camp out from the council depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
 - (2) Notwithstanding (1) above, transport may be mutually arranged between the council and the employee(s) and shall remain at all times with those employee(s) required to camp.
 - (f) The council shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
 - (g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so
 - (h) Where reasonably practicable to do so the council shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day
 - (i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this award.
- (xi) Community Language, Signing and First Aid Work
- (a) Community Language and Signing Work
 - (1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
 - (2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
 - (3) Such employees convey straightforward information relating to council services, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
 - (4) Such employees shall record their use of a community language according to council established policy.
 - (b) First Aid Work

Where an employee is required by council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system

established by the council, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

(c) Additional Skills Criteria

- (1) Where an employee is required by council to use community language or first aid skills in the performance of their duties:

Council shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency

The employee shall be prepared to be identified as possessing the additional skill(s)

The employee shall be available to use the additional skill(s) as required by council.

- (2) Such training shall form part of a council's training plan and budget, in accordance with the requirements of Clause 25 of this award

(d) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xii) Meal Allowance

A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:

- (a) for two hours or more prior to their agreed commencing time
- (b) for two hours immediately after their agree finishing time and after subsequent periods of four hours
- (c) after each four hours on days other than ordinary working days.

(xiii) Civil Liability - Engineering Professionals

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

(1) is directly involved in applying engineering principles to the Asset Management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and

(2) such assets may give rise to liability under the *Civil Liability Act 2002*

shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

- (b) The provision in (a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the award was varied to give effect to this clause.

14. Motor Vehicle Leaseback

- (i) Where a council and an employee enter into a motor vehicle lease back agreement on or after the date of the commencement of this award, the council shall give a minimum of 12 months written notice of termination of the agreement.
- (ii) The notice requirement of this clause shall not apply on termination of employment; loss of licence; breach of the leaseback agreement or if the employee accepts a new position with the council.

15. Residence

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

16. Hours of Work

A. ORDINARY HOURS

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:

38 hours within one week provided that at least two days off shall be granted; or

76 hours within two weeks provided that at least four days off shall be granted; or

114 hours within three weeks provided that at least six days off shall be granted; or

152 hours within four weeks provided that at least eight days off shall be granted.

- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:

Administration;

Building Surveying;

Community Services (Professional/Specialist Band 3);

Engineering (Professional and Trainees);

Executive Band;

Finance;

Health Surveying;

Library;

Public Relations;

Technical Services; and

Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

35 hours within one week provided that at least two days off shall be granted; or

70 hours within two weeks provided that at least four days off shall be granted; or

105 hours within three weeks provided that at least six days off shall be granted; or

140 hours within four weeks provided that at least eight days off shall be granted.

- (iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- (iv) The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
 - (a) Building Surveyors;
Crematoriums and Cemeteries;
Engineering (Professional and Trainees);
Finance;
Health Surveyors;
Road Construction and Maintenance;
Sale Yards;
Stores and Depots;
Town Planning; and
Trade functions.
 - (b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.
- (v) An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree.
- (vi) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours of continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.
- (vii) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

B. SATURDAY AND SUNDAY WORK

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:

Beach inspectors;

Cleaning;
 Garbage;
 Mechanical Trades (Workshops);
 Parks and Reserves;
 Rangers and parking officers;
 Sanitary;
 Sewerage;
 Sullage;
 Waste; and
 Water

- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
- (b) Council will not unreasonably withhold agreement to such a request;
- (c) Any such agreement shall not apply to new or vacant provisions;
- (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council shall not be required to pay the penalty rate provided by sub-clauses (i) and/or (ii).

C. SHIFT WORK

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this sub-clause.
- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

| | |
|---|-------------------|
| Aerodromes | 5.00am to 10.00pm |
| Caretakers | 5.00am to 10.00pm |
| Childcare | 6.00am to 7.00pm |
| Cleaners | 5.00am to 9.00pm |
| Entertainment, Theatres and Hospitality | 6.00am to 11.00pm |
| Libraries | 8.00am to 9.00pm |
| Leisure Centres | 5.00am to 11.00pm |
| Parking Station Attendants | 6.00am to 10.00pm |
| Pools | 5.00am to 11.00pm |
| Rangers and parking officers | 5.00am to 10.00pm |
| Security/watchpersons | 5.00am to 10.00pm |

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.

- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the higher disability allowance provided under clause 13(i)(b) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by sub-clause (i).
- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 16C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) Council will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours Council shall not be required to pay a shift penalty for the actual time worked.

D. FACILITATIVE PROVISIONS

- (i) An employee's commencement and/or finishing times may be altered by agreement. Such an agreement must be in writing and must be genuine with no compulsion to agree.
- (ii) A Council and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

17. Overtime

A. GENERAL

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee who works so much overtime between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift that they have not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

This subclause only applies to employees who are on call or called back to work:

for four hours or more, or

on consecutive days without having had a ten hour break, or

on more than one occasion during the day outside of the four hour period.

- (vi) Where there is prior agreement between the council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This sub-clause shall not apply to employees who are on call or called back to work.
- (vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this sub-clause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- (viii)
 - (a) Subject to paragraph (b), a council may require an employee to work reasonable overtime at overtime rates.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
 - (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace;
 - the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - any other matter.

B. ON CALL

- (i) For the purposes of this award, an employee shall be deemed to be on-call if required by the council to be available for duty outside of ordinary hours at all times in order to attend emergency and / or breakdown work and / or supervise the call-out of other employees.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 16, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.

- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On call employees are not subject to the minimum payment provisions on a public holiday.
- (vii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day to be taken at an agreed time.

C. CALL BACK

- (i) For the purposes of this award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i), shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

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

18. Holidays

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the council and the employee.

B. UNION PICNIC DAY

- (i) Union Picnic Day shall for the purposes of this award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the council and the union(s).
- (ii) The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.

19. Leave Provisions**A. SICK LEAVE**

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:
 - (a) the council shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) that the illness or injury does not arise from engaging in other employment; and
 - (c) proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days.
 - (d) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) The council may require employees to attend a doctor nominated by council at council's cost.
- (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (v) Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (vi) Where an employee has had 10 years' service with the present council and the sick leave entitlement as prescribed has been exhausted, council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (vii) Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.
- (viii) Where an employee had an entitlement under awards rescinded and replaced by this award for the payment of unused sick leave arising out of the termination of employment due to ill-health

or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply

- (a) In the event of the termination of service of an employee on account of ill health and the council is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
- (b) When the service of an employee is terminated by death, the council shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987*.
- (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with Clause 14 of Schedule 4 of the *Industrial Relations Act (NSW) 1996*.

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iv)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 19 Part A, Sick Leave of this award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than ten days sick leave in any year is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the council's and employee's requirements.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 30 of this award should be followed.
- (iii) The employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this 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.
- (v) An employee may elect, with the consent of the council, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (iv)(b) above who is ill or who requires care due to an unexpected emergency.
- (vi) An employee shall, wherever practicable, give the council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (vii) Carer's Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in subclauses (iii) and (vi) 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 (iv)(b) 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.
 - (b) The council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

- (viii) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 17 Part A of this award for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- (ix) Make-up time: An employee may elect, with the consent of the council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- (x) Annual Leave and Leave Without Pay: An employee may elect with the consent of council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iv) above. Such leave shall be taken in accordance with Clause 19 Part C, Annual Leave and Clause 19 Part H, Leave Without Pay of this award.

C. ANNUAL LEAVE

- (i) Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in sub-clause (ii) of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter to council and the employee.
- (ii) Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave
 - (b) a period of annual close-down of up to and including 4 weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
 - (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
 - (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
 - (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (iii) Payment to an employee proceeding on annual leave shall be made by council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
 - (iv) On resignation or termination of employment, the council shall pay to the employee:
 - (a) their ordinary rate of pay for all untaken leave credited for completed years of service, and

- (b) for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

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

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

D. LONG SERVICE LEAVE

(i)

- (a) An employee of council shall be entitled to Long Service Leave at the ordinary rate of pay as follows:

| LENGTH OF SERVICE | ENTITLEMENT |
|---|-------------|
| After 5 years' service | 6.5 weeks |
| After 10 years' service | 13 weeks |
| After 15 years' service | 19.5 weeks |
| After 20 years' service | 30.5 weeks |
| For every completed period of 5 years' service thereafter | 11 weeks |

- (b) Where an employee has completed more than five years service with the council and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.

(ii)

- (a) Long service leave shall be taken at a time mutually convenient to the council and employee in minimum periods of one week provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due.
- (b) Payment to an employee proceeding on long service leave shall be made by council at the employee's ordinary rate of pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

(iii)

- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other council within New South Wales shall be deemed to be service with the council by which the employee is currently employed.
- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one council to another provided the period between cessation of service with one council and appointment to the service of another council does not exceed three months and such period is covered by accrued annual and long service leave standing to

the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one council and appointment to the service of another council.

- (iv) For the purpose of this clause, service shall include the following periods:
 - (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a council.
 - (b) In the case of an employee, transferred to the service of a council of a new or altered area - any period of service with the council from which such employee was transferred.
 - (c) Service shall mean all service with a council irrespective of the classification under which the employee was employed.
- (v) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by council as service at the time leave was taken.
- (vi) When an employee transfers from one council to another, the former council shall pay to the newly employing council the monetary equivalent of all long service leave accruing to the employee at the time of transfer. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with council(s). A statement showing all prior continuous service with the council(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the council's Long Service Leave Record.
- (vii) A council which has received under subclause (vi) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing council(s) shall if the employee subsequently leaves the service of that employing council to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing council(s) the amount paid.
- (viii) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 18, Holidays of this award, occurring during the taking of any period of long service leave.
- (ix) When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (x) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

E. PARENTAL LEAVE

- (i) These provisions shall apply in addition to Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).

- (ii) Right to request
 - (a) An employee, other than a casual, entitled to parental leave may request the council to allow the employee to return to work 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) An employee entitled to parental leave may request the council to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;to assist the employee in reconciling work and parental responsibilities.
 - (c) Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the council's business. Such grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (d) Employee's request and the council's decision to be in writing: The employee's request and the council's decision made under subclause (ii)(a) and (ii)(b)(2) above must be recorded in writing.
 - (e) Request to return to work part-time: Where an employee wishes to make a request under subclause (ii)(a) above, such a request must be made as soon as possible, but no less than seven weeks prior, to the date upon which the employee is due to return to work from parental leave.
- (iii) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the council shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - (b) The employee shall take reasonable steps to inform the council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - (c) The employee shall also notify the council of changes of address or other contact details which might affect the council's capacity to comply with subclause (iii)(a).
- (iv) Council must not fail to re-engage a regular casual employee as defined in section 53(2) of the *Industrial Relations Act 1996* 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 the council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

F. PAID MATERNITY LEAVE

(i)

- (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.
- (b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
- (c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.

(ii)

- (a) An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- (b) The employee may choose to commence paid maternity leave before the expected date of the birth.

(iii)

- (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.
- (b) Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- (c) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- (d) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

- (iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.

- (v) Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.

- (vi) Notice of intention to take paid maternity leave the employee must:

provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.

advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.

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

- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the general manager.
- (viii) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

G. SUPPORTING PARENT LEAVE

An employee who is a supporting parent shall be entitled to up to 5 days paid leave taken from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting parent leave.

H. OTHER PAID LEAVE

- (i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

- (ii) Union Training Leave

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

- (iii) Union Conference Leave

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

I. BEREAVEMENT LEAVE

- (i) Where an employee is absent from duty because of the death of a person in accordance with paragraphs (a)-(e) below and provides satisfactory evidence to council of such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.
- (ii) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the council, 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 (i) paragraphs (a)-(e) of Clause 19, Part I, Bereavement Leave.
 - (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.

J. LEAVE WITHOUT PAY

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

20. Flexibility for Work and Family Responsibilities

- (i) A council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. A council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- (ii) Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;

- (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements; and
 - (h) variations to ordinary hours and rosters.
- (iii) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

21. Part-Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 16, Hours of Work of this award.
- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
- (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
- (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 16, Hours of Work of this award, the provisions of Clause 17, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.

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

22. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 16, Hours of Work.
- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 16(B). The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at clause 16C(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to clause 17 A (viii) (c), a casual employee will not be offered to work overtime in a position held by an employee of council, if such employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 16, Hours of Work.
- (vi) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under council's salary system.
 - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (viii) A casual employee shall not replace an employee of council on a permanent basis.
- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (vii) of Clause 19, Part B of this award.
- (x) Bereavement entitlements shall be available for casual employees as set out in subclause (ii) of Clause 19, Part I of this award.
- (xi) Parental leave entitlements shall be available for casual employees in accordance with Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).

23. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.

- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 16, Hours of Work of this award.
 - (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 16, Hours of Work of this award the provisions of Clause 17, Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

24. Junior and Trainee Employment

A. GENERAL

- (i) The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. JUNIOR EMPLOYMENT

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

- (ii) A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- (v) In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. SCHOOL BASED APPRENTICES

- (i) The object of Part D of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
- (ii) The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 or 35 in accordance with Clause 16, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iv) School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) The objective of Part E of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
 - (b) The system is neither designed nor intended for those who are already trained and job ready.
 - (c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this award.
- (ii) Except as in hereinafter provided, all other terms and conditions of this award shall apply.
- (iii)
 - (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this award and shall not operate unless this condition is met.
 - (b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- (iv) The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (v) The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (vi) Training shall be directed at:
 - (a) the achievement of key competencies required for successful participation in the workplace and / or
 - (b) the achievement of competencies required for successful participation in an industry.
- (vii) Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- (viii) Part E of this clause does not apply to apprentices.
- (ix) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the council was bound by this award.
- (x)
 - (a) Trainees shall not displace existing employees from employment.
 - (b) Trainees shall only be engaged in addition to existing staff positions and employment levels.

- (c) The provisions of subclause (b) above do not apply to the engagement of Indigenous trainees.
- (xi) A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- (xii)
 - (a) Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where the council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (xiii) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- (xiv) The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- (xv) Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this award or any other legislative entitlements.
- (xvi) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this award.
 - (b) The trainee wage rates contained in this award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

25. Training and Development

- (i) The parties to this award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
 - (c) removing barriers to the utilisation of skills in accordance with councils' training plans.
- (ii) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (a) be consistent with the council's training plan

- (b) enable employees to acquire the range of skills they are required to apply in their positions
 - (c) enhance employees' opportunities for mobility through councils' organisation structures, through participation in councils' training plans.
- (iii) Training Plan and Budget
- (a) Council shall develop a training plan and budget consistent with:
 - (1) the current and future skill requirements of the council.
 - (2) the size, structure and nature of the operations of the council.
 - (3) the need to develop vocational skills relevant to council and the Local Government industry.
 - (b) In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
 - (c) The training plan shall be designed in consultation with the consultative committee.
 - (d) The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
 - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by council to undertake training in accordance with the council's training plan:
- (a) the council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which council will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (v) Council may grant an employee undertaking a course consistent with council's training plan, although not at council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.

- (vi) Development of a Competency Based Training System.
- (a) The parties to the award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- (b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- (1) that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
 - (2) that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
 - (3) that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
 - (4) that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

26. Performance Evaluation and Reward

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible award in which councils can increase the overall efficiency and effectiveness of local government services.
- (ii) Council should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where a council develops enterprise key performance indicators regard shall be had to the following:
- (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision eg. community satisfaction, timeliness, service quality, output and cost data;
 - (c) those indicators identified in the publication 'Comparative Information on New South Wales Local Government Councils' issued by the New South Wales Department of Local Government.
- (iv) Council shall discuss enterprise key performance indicators relating to human resources activities and / or job redesign with the consultative committee.
- (v) Employee(s) or the council may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. INDIVIDUAL / TEAM

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.

- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) This award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.
- (iv) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

27. Consultative Committees

A. AIM

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

- (i) provide a forum for consultation between council and its employees;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i) The size and composition of the consultative committee shall be representative of council's workforce and agreed to by council and the local representatives from the following unions: USU; depa and the LGEA and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at council.
- (iii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

C. SCOPE OF CONSULTATIVE COMMITTEES

- (i) The functions of the consultative committee shall include:
 - (a) award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems

- (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with award clause 30 Grievance and Disputes Procedures.

D. MEETINGS AND SUPPORT SERVICES

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- (ii) The consultative committee shall meet as required.

28. Appointment and Promotion

- (i) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
 - (a) request in writing the reasons as to why they were not appointed; and
 - (b) upon such request council shall provide the reasons in writing.

29. Term Contracts

- (i) A council may employ a person on a term contract in an ongoing position that is evaluated as Professional/Specialist Band 3, Level 4 or the Executive Band 4 of the award only where:
 - (a) the council and the employee agree, and
 - (b) where the contract includes a clause that a further term contract for the position shall be offered to the employee if the employee's performance remains at a satisfactory level during the term of the contract and the position continues to exist at the end of the term of the contract, and
 - (c) the term of the contract is a minimum of three years and a maximum of five years.
- (ii) This clause only regulates the use of term contracts for ongoing positions.
- (iii) Term contracts shall not be offered for on-going positions below Band 3 Level 4 of the award.
- (iv) Subclause (i) shall only apply to term contracts entered into after the first pay period on or after 1 November 2004.

30. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the council represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.

- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

31. Disciplinary Procedures

A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.

- (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
- (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
- (d) Council shall not unreasonably refuse an application for paid leave under this provision.
- (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 33, Termination of Employment of this award.
- (v) Be entitled to request the presence of a union representative at any stage.

C. PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. PENALTIES

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

32. Occupational Health and Safety**A. OBJECTIVE**

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act.

B. ACCOMMODATION AND SHELTER

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

C. SPECIFIC PROVISIONS

- (i) Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- (iii) Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- (iv) The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- (v) Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- (vi) Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- (vii) No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- (viii) Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.

D. LABOUR HIRE AND CONTRACT BUSINESSES

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply staff employed or engaged by it to a council for the purpose of such staff performing work or services for that other council.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that council's own employees.
- (ii) Any Council which engages a labour hire business and/or a contract business to perform work wholly or partially on the Council's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace 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 D is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

33. Termination of Employment

- (i) An employee shall give to council 2 weeks notice of their intention to terminate their employment. If no such notice is provided, council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this award.
- (ii) A council and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) In cases of serious misconduct, a council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

| Employee's Period Of Continuous Service | Period Of Notice |
|---|------------------|
| Less than 2 years | At least 2 weeks |
| 2 years and less than 3 years | At least 3 weeks |

| | |
|-------------------------------|------------------|
| 3 years and less than 5 years | At least 4 weeks |
| 5 years and beyond | At least 5 weeks |

- (v) The provision of this clause shall be read subject to the provisions of Clause 34, Workplace Change and Redundancy, of this award.

34. Workplace Change and Redundancy

(i) Council's Duty to Notify

- (a) Where a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(ii) Council's Duty to Discuss Change

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

(iii) Discussion Before Termination

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (c) For the purposes of the discussion, the council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed

and the period over which the terminations are likely to be carried out. Provided that the council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

(iv) Notice to Centrelink

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

(v) Notice of Termination

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

(vi) Redundancy Pay

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

| Completed Years Of Service With Council | Entitlement |
|---|--------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 5 weeks pay |
| 2 years and less than 3 years | 9 weeks pay |
| 3 years and less than 4 years | 13 weeks pay |
| 4 years and less than 5 years | 16 weeks pay |
| 5 years and less than 6 years | 19 weeks pay |
| 6 years and less than 7 years | 22 weeks pay |
| 7 years and less than 8 years | 25 weeks pay |
| 8 years and less than 9 years | 28 weeks pay |
| 9 years and less than 10 years | 31 weeks pay |
| 10 years and thereafter | 34 weeks pay |

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the council the employee shall provide proof of attendance at an interview.

- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or until the employee secures alternative employment, whichever is the sooner.
- (x) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xv) Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if the council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

35. Competitive Tendering

- (i) Competitive tendering is the calling of tenders by council for the provision of service(s) that are currently being performed by council employees where council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- (ii) Prior to making a decision to competitively tender a service, council shall notify and consult with the relevant union(s) which have members likely to be affected by the decision.
- (iii)
 - (a) Where a council makes a definite decision to competitively tender a service council shall notify the employees who may be affected by the proposed tender of such services and the union(s) to which they belong.
 - (b) Council shall discuss the competitive tendering process with the affected employee(s) and union(s) and give prompt consideration to matters raised by employee(s) and the union(s) to which they belong.
 - (c) Discussions between council and the affected employee(s) and relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.

- (d) For the purposes of the discussion council shall provide to the employee(s) and the union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender of the service, the expected effects upon employee(s), a process for the formulation of an in-house bid and any other matters likely to affect the employee(s).
- (iv) Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

36. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the award provided that:
 - (a) the extent of the agreement shall be limited to the award's Clause 10, Payment of Employees; Clause 13 subclauses (ix) and (x), Travelling and Camping Allowances; Clause 16, Hours of Work; Clause 17, Overtime, Clause 18, Holidays; Clause 21, Part time Employment; Clause 23, Job Share Employment; and Clause 26, Performance Evaluation and Reward;.
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the NSW *Industrial Relations Act* 1996 and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A Council Agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
 - (d) the council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
 - (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

37. Award Implementation Committee

- (i) The Award Implementation Committee (AIC) is established to facilitate a co-operative approach to award implementation.
- (ii) The committee shall be comprised of the following representatives:

Two representatives from each of the Local Government and Shires Associations of New South Wales

One representative from the USU

One representative from DEPA

One representative from the LGEA.

- (iii) The purpose of AIC is to assist councils to implement the provisions of the award and / or to provide a forum for the discussion of issues that are of industry wide significance.
- (iv) The committee will resolve problems and disputes which have been unable to be resolved at the local council level.
- (v) It is open to employees through their unions and councils through their Association to raise issues with the committee.
- (vi) A dispute may be referred to the Industrial Relations Commission of NSW in accordance with Clause 30, Grievance and Dispute Procedure, of this award regardless of whether the matter is eligible for discussion before AIC.

38. Savings and Transitional

- (i) Council must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if council has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with a council's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the award entry level rate of pay.
- (ii)
 - (a) No employee shall receive a reduction in pay as a result of the implementation of this award or transfer to a council salary system.
 - (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and/or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 16, whichever is the higher.
 - (c) The provisions in subclause (ii)(b) shall apply where Council and Enterprise Agreements are terminated.
 - (d) The provisions in subclause (ii)(b) shall apply in addition to the Award increases prescribed by clause 40.
- (iii) Where employees, employed in areas where the council's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Warialda, Ashford and Bonshaw; at the time of making this award had an entitlement to receive one week's leave of absence with pay in addition to the four weeks annual leave provided by this award, the employee shall retain this entitlement whilst still employed by the council at which they were working at the time of the making this award.

(iv)

(a) West of the Line Allowance

Where employees of the undermentioned council areas and those councils situated to the west thereof at the time of making this award were paid at the rate per week as set out in Table 2 of Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the council at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.

(b) Climatic Allowance

Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the council at which they were working, at the time of the making of this award.

(c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.

(v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one council to another council in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.

(vi) The implementation of this award shall not result in the removal of any existing arrangement for an additional payment made by council for the payment of wages, excepting when such payment relates to FID.

(vii) Where an on call employee has been paid a minimum payment for a public holiday on a regular basis, such arrangements shall continue, unless otherwise agreed.

(viii) Where a casual employee engaged in a position on a regular and systematic basis has been paid casual loading on overtime prior to 1 November 2007, such arrangements shall continue while such employee is engaged in that position, unless otherwise agreed.

39. Leave Reserved

(i) Leave is reserved for the parties to the award to apply to vary tool allowances as set out in Clause 13(v)(a) of this award in line with the Crown Employees (Skilled Trades) Award.

(ii) Leave is reserved for the parties to the award to apply to vary the traineeship wage rates in Clause 24E(xvi) in accordance with the pay scales derived from the National Training Wage Award.

40. Area, Incidence and Duration

(i) This award shall apply to all employees in Local Government within New South Wales, including employees of City of Penrith Regional Indoor Aquatic and Recreation Centre Limited (Ripples) and employees of committees of council established under the *Local Government Act* 1993. The award does not cover those employees employed by Sydney City Council, Newcastle City Council, Wollongong City Council and County of Yancowinna, and excepting those employees covered by the Local Government (Electricians) State Award, Butchers' Wholesale (Country) Award and Butchers' Wholesale (Newcastle and Northern) Award and Section 332 of the *Local Government Act* 1993.

(ii) This award shall rescind and replace the Local Government (State) Award 2004 published 22 April 2005 (350 I.G. 471) and all variations thereof.

- (iii) This award shall operate from the commencement of the first pay period on or after the 1 November 2007 and shall remain in force for a period of three years.
- (iv) The payment of maternity leave as provided for in Clause 19 Part E, Paid Maternity Leave, shall apply to maternity leave or special maternity leave commencing on or after 1 November 2001.
- (v) Clause 16 and the variations to clause 20(ii), 22(ii), 27C(i), 38(ii)(b) and 39(iii) shall be effective from the first pay period commencing on or after 1 October 2005.
- (vi) Clause 11, Salary Sacrifice, shall operate from the first pay period to commence on or after 1 April 2002.
- (vii) The award in column (a) of Table 1 of Part B provides for a 3.2% increase in rates of pay with a minimum payment of \$22.00 per week to operate from the first full pay period to commence on or after 1 November 2007.
- (viii) The award in column (b) of Table 1 of Part B provides for a 3.2% increase in rates of pay with a minimum payment of \$22.00 per week to operate from the first full pay period to commence on or after 1 November 2008.
- (ix) The award in column (c) of Table 1 of Part B provides for a 3.2% increase in rates of pay with a minimum payment of \$22.00 per week to operate from the first full pay period to commence on or after 1 November 2009.
- (x) The increases in rates of pay provided by this award shall apply to the rates of pay in council's salary system.
- (xi) The increases granted by this award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 4.0%, 3.5% and 3% provided that the following increases shall not be absorbed:
 - (a) placement or progression within the council's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- (xii) In agreeing to increases in rates of pay for the term of this award, the parties recognise that councils and employees have and shall continue to engage in enterprise bargaining.
- (xiii) The ordinary hours of work for Community Services (Professional/Specialist Band 3) of 35 hours per week as provided in Clause 16 Part B(i) shall apply from the first full pay period to commence on or after 16 February 2005. Councils shall not be prevented from implementing this arrangement of hours at an earlier date.
- (xiv) Clause 32D (Occupational Health and Safety: Labour Hire and Contract Businesses) shall take effect from 1 March 2006.
- (xv) Clause 13(xiii) (Civil Liability - Engineering Professionals) shall be effective from the first pay period commencing on or after 15 December 2006.
- (xvi) Variations to Clause 24D, School Based Apprentices, and Part E, Government Funded Traineeships, shall be effective from the first pay period commencing on or after 1 January 2007.

PART B**MONETARY RATES - TABLE 1****CLAUSE 6 - RATES OF PAY**

| Band/Level | Rate Per Week \$ | Rate Per Week \$ | Rate Per Week \$ |
|---|---------------------------------|---------------------------------|---------------------------------|
| | First Pay Period 01/11/07 | First Pay Period 01/11/08 | First Pay Period 01/11/09 |
| Operational Band 1 | | | |
| Level 1 (Juniors and Trainees) | | | |
| T1 at 15 years of age | 295.60 | 305.10 | 314.90 |
| T2 at 16 years of age or School Certificate | 368.80 | 380.60 | 392.80 |
| T3 at 17 years of age | 434.20 | 448.10 | 462.40 |
| T4 at 18 years of age or over or HSC | 507.40 | 523.60 | 540.40 |
| T5 | 581.00 | 599.60 | 618.80 |
| T6 | 627.40 | 647.50 | 668.20 |
| T7 | 658.20 | 679.30 | 701.00 |
| T8 | 690.10 | 712.2 | 735.00 |
| T9 | 721.80 | 744.90 | 768.70 |
| T10 | 754.60 | 778.70 | 803.60 |
| | | | |
| Level 2 | 602.30 | 624.30 | 646.30 |
| Level 3 | 655.60 | 677.60 | 699.60 |
| Level 4 | 729.80 | 753.20 | 777.30 |
| | | | |
| Administrative/Technical/Trades Band 2 | | | |
| Level 1 | 721.80 | 744.90 | 768.70 |
| Level 2 | 827.70 | 854.20 | 881.50 |
| Level 3 | 990.60 | 1022.30 | 1055.00 |
| | | | |
| Professional/Specialist Band 3 | | | |
| Level 1 | 827.70 | 854.20 | 881.50 |
| Level 2 | 990.60 | 1022.30 | 1055.00 |
| Level 3 | 1153.60 | 1190.50 | 1228.60 |
| Level 4 | 1398.40 | 1443.10 | 1489.30 |
| | | | |
| Executive Band 4 | | | |
| Level 1 | 1316.60 | 1358.70 | 1402.20 |
| Level 2 | 1642.80 | 1695.40 | 1749.70 |
| Level 3 | 2050.30 | 2115.90 | 2183.60 |
| Level 4 | 2457.60 | 2536.20 | 2617.40 |

Note: T stands for Trainee

CLAUSE 24E (XVI) - TRAINEESHIP WAGE RATES

| | Highest Year of School Completed | | |
|---------------------------|----------------------------------|---------------|---------------|
| | Year 10 \$ | Year 11 \$ | Year 12 \$ |
| School Leaver | 185.10 (50%) | 231.00 (33%) | |
| School Leaver | 216.20 (33%) | 259.50 (25%) | |
| School Leaver | 236.40 | 259.50 | 312.40 |
| Plus 1 year out of school | 259.50 | 312.40 | 362.50 |
| Plus 2 years | 312.40 | 362.50 | 422.20 |

| | | | |
|----------------------|--------|--------|--------|
| Plus 3 years | 362.50 | 422.20 | 483.40 |
| Plus 4 years | 422.20 | 483.40 | |
| Plus 5 years or more | 483.40 | | |

% - indicates the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

MONETARY RATES - TABLE 2 ALLOWANCES

| | First Pay Period 01/11/07 \$ | First Pay Period 01/11/08 \$ | First Pay Period 01/11/09 \$ |
|---|---------------------------------------|---------------------------------------|---------------------------------------|
| Clause 13(i)(a) Disability Allowance | 0.30 p.h. or 11.60 p.w. | 0.31 p.h. or 12.00 p.w. | 0.32 p.h. or 12.40 p.w. |
| Clause 13(i)(b) Disability Allowance | 0.80 p.h. or 30.80 p.w. | 0.83 p.h. or 31.80 p.w. | 0.86 p.h. or 32.80 p.w. |
| Clause 13(ii) Sewer Chokes | 6.65 p.d. | 6.86 p.d. | 7.08 p.d. |
| Clause 13(v)(a) Tool Allowances | | | |
| Bricklayer | 17.10 p.w. | 17.10 p.w. | 17.10 p.w. |
| Carpenter & Plumber | 24.20 p.w. | 24.20 p.w. | 24.20 p.w. |
| Metal & Mechanical Trades | 24.20 p.w. | 24.20 p.w. | 24.20 p.w. |
| Painter & Signwriter | 5.80 p.w. | 5.80 p.w. | 5.80 p.w. |
| Plasterer | 20.00 p.w. | 20.00 p.w. | 20.00 p.w. |
| Clause 13(v)(d) Insurance Value | 1402.00 p.a. | 1402.00 p.a. | 1402.00p.a. |
| Clause 13(viii) Car Allowances (cents per km) | | | |
| (a) Under 2.5 litres | 0.64 p.km. | 0.64 p.km. | 0.64 p.km. |
| 2.5 litres and over | 0.73 p.km. | 0.73 p.km. | 0.73 p.km. |
| (b) Minimum quarterly payment | 1746.00 | 1746.00 | 1746.00 |
| Clause 13(ix)(d) Travelling Allowances | | | |
| 3 - 10 km | 3.84 p.d. | 3.96 p.d. | 4.09p.d. |
| 11 - 20 km | 6.07 p.d. | 6.26 p.d. | 6.46 p.d. |
| 21 - 33 km | 8.79 p.d. | 9.07 p.d. | 9.36 p.d. |
| 34 - 50 km | 11.54 p.d. | 11.91 p.d. | 12.29 p.d. |
| Each additional 10kms | 3.08 p.d. | 3.17 p.d. | 3.28 p.d. |
| Clause 13(ix)(h) Vehicle Allowance (cents per km) | | | |
| Under 2.5 litres | 0.64 p.km. | 0.64p.km. | 0.64p.km. |
| 2.5 litres and over | 0.73 p.km. | 0.73p.km. | 0.73p.km. |
| Clause 13(x)(a) Camping Allowance | 27.10 p.n. | 27.97 p.n. | 28.86 p.n. |
| Clause 13(xi)(a) Community Language Allowance | 16.60p.w. | 17.10p.w. | 17.60p.w. |
| Clause 13(xi)(b) First Aid Allowance | 11.10p.w. | 11.50p.w. | 11.90p.w. |
| Clause 13(xii)(a) Meal Allowance | 9.00 | 9.30 | 9.60 |
| Clause 13(xii)(b) Meal Allowance | 9.00 | 9.30 | 9.60 |
| Clause 13(xii)(c) Meal Allowance | 9.00 | 9.30 | 9.60 |
| Clause 13(xiii) Civil Liability Loading (payable from the first pay period commencing on or after 15 December 2006) | | | 3.5% |
| Clause 17B (iii) On Call Allowance on ordinary working days | 14.65 p.d. | 15.12 p.d. | 15.61 p.d. |
| Clause 17B (iv) On Call Allowance - on other days | 28.69 p.d. | 29.61 p.d. | 30.56 p.d. |
| Clause 17B (v) On Call Allowance - maximum per week | 130.70 p.w. | 134.90 p.w. | 139.20 p.w. |
| Clause 38(iv) Savings and Transitional | | | |
| (a) West of the Line Allowance | 3.90 p.w. | 3.90 p.w. | 3.90 p.w. |
| (b) Climatic Allowance | 3.90 p.w. | 3.90 p.w. | 3.90 p.w. |

| | | | |
|------|-------|---|---------------|
| Key: | p.h. | = | per hour |
| | p.a. | = | per annum |
| | p.d. | = | per day |
| | p.w. | = | per week |
| | p.n. | = | per night. |
| | p.km. | = | per kilometre |

SCHEDULE 1

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out council shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.

- (n) The carrying and storage of fuel and council stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by council indicating the age of the vans and maintenance work carried out on the vans.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

WOLLONGONG SPORTSGROUND TRUST AUSTRALIAN WORKERS UNION (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1496 of 2007)

Before Commissioner Connor

3 October 2007

AWARD

This award shall be known as the Wollongong Sportsground Trust Australian Workers Union (State) Award 2007.

1. Parties

The parties to this award are:

- a. The Wollongong Sportsground Trust (the Trust)
- b. The Australian Workers Union, Port Kembla, South Coast & Southern Highlands Branch, New South Wales (the Union).

2. Intention

- a. The parties to this award acknowledge that good industrial relations are central to the effective and efficient operation of facilities controlled by the Wollongong Sportsground Trust and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing the community of the Illawarra with first class sporting, entertainment and recreation facilities.

3. Application

- a. This award is binding on the Wollongong Sportsground Trust, employees of the Trust and the Australian Workers Union (New South Wales Branch) representing their members, employees of the Trust, in respect, of the employment conditions and rates of pay for the Trust employees engaged in the operation, maintenance and non-executive administration of grounds and facilities operated and/or controlled by the Wollongong Sportsground Trust.
- b. This Award shall equally apply to any sub-contracted organisation or individual employing persons who would otherwise either have been employed by the Trust, other than organisations or individuals who either are party to, or, obliged by common rule application, to observe Awards or Agreements of the Australian Liquor Hospitality Miscellaneous Workers Union in regard to cleaning, security, childcare or catering services or otherwise excluded by the operation of State or Federal law.

4. Arrangement

1. Parties
2. Intention
3. Application
4. Arrangement
5. Period of Operation
6. Rates of Pay
7. Classifications
8. Training

9. Terms of Engagement
10. Termination of Employment
11. Hours of Work
12. Meal Breaks and Allowances
13. Overtime and Time Off In Lieu
14. Sick Leave
15. Personal Carers Leave
16. Bereavement Leave
17. Parental Leave
18. Annual Leave and Loading
19. Income Protection
20. Public Holidays
21. Uniforms and Protective Clothing
22. Payment of Wages
23. First Aid Allowance
24. Jury Service
25. Long Service Leave
26. Introduction of Change
27. Redundancy
28. Disciplinary Procedure
29. Disputes Procedure
30. Role of the Union
31. Multi-Hiring
32. Superannuation and Salary Sacrificing
33. Anti-Discrimination
34. Consultative Committee
35. Performance Management Plans

PART B

Table 1 - Weekly Rates of Pay

Table 2 - Annualised Rates of Pay

Table 3 - Other Rates and Allowances

5. Period of Operation

This award will operate from the first pay period commencing on or after 13 September 2007 and will remain in force for a period of two years.

This award rescinds and replaces the Wollongong Sportsground Trust Australian Workers Union (State) Award 2005 published 16 December 2005 (355 I.G. 369).

6. Rates of Pay

- a. The rates of pay in this award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.
- b. The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1 and 2 of Part B attached hereto.
- c. An employee will only be classified and paid at a higher level of skill if the Trust has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.
- d. An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.

7. Classifications

- a. Employees shall perform all duties required by the Trust within their skill and competence, to ensure the elimination of demarcation barriers preventing an employee from performing the whole job. At times, these duties may require an employee to perform tasks incidental to their normal activities in order to ensure events are staged in the most cost-efficient manner possible.
- b. Subject to a), above, employees engaged by the week shall be advised in writing of their employment relating to the following classification structure.

LEVEL 1

Shall be an employee with no qualifications or relevant industry experience, who performs duties of a routine nature, requiring the use of minimal judgement and direct supervision.

Such an employee shall be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

A Level 1 employee will perform the work of a Level 2 but under direct supervision. The maximum period of employment for an employee as a Level 1 employee shall be 380 hours.

Provided that an employee who hasn't demonstrably reached the standard of performance required by the Trust justifying progression to Level 2, shall be counselled and provided the appropriate additional training and be allowed the opportunity to achieve the standard required for a period of a maximum of four (4) additional weeks, prior to a further review of their performance. After such additional period the employment of the individual shall either be terminated or they shall be reclassified to a higher level or offered an alternative position.

LEVEL 2

Shall be an employee who has completed some structured training relevant and/or experience to the operational needs of the Trust, and who is continuing such training, or has recognised industry experience appropriate to the Trusts' needs.

A level 2 employee shall, in addition to the skills of a Level 1 operative be able to perform a majority of the following:

Assist with the on-the-job training of Level 1 employees, to a limited degree;

Exercise intermediate keyboard skills with instructions;

Demonstrated ability to work from instructions or procedures;

Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;

Demonstrated customer service skills;

Able to work effectively as a member of a small team under general technical, trade or administrative supervision;

Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues

Knowledge of safe handling procedures in regards to tools and chemicals

Indicative tasks for Level 2 shall include but not be limited to:

| Events Staff | Grounds, Building and Technical Staff | Administration and Client Support |
|---|--|--|
| Usher Crowd control, which does not require a security licence. General Attendant Ticket Seller Customer Service Assistant Sales Assistant | Labourer Cleaner General Grounds Assistant Trades Assistant Stage Hand Driver | General Receptionist Basic Clerical duties Maintenance of simple records Basic Client Liaison |

LEVEL 3

Shall be an employee who has completed structured training and/or experience recognised by the Trust as relevant and appropriate to perform within the scope of this Level or has industrial experience appropriate to the Trusts' needs.

An employee at this Level shall assist with the training and development of staff at Levels 1 and 2.

An employee at this Level shall exercise discretion within one's own level of skill and training, whilst taking responsibility for the quality of one's own work (subject to routine supervision). A person at this level shall also be a person who typically holds a trade or equivalent qualification and/or experience.

Indicative tasks at this level would include:

| Events Staff | Grounds, Building And Technical Staff | Administration And Client Support |
|---|--|--|
| Can perform function of Level 2 but in addition includes: Supervisors of Ushers/crowd control | Can perform function of Level 2 but in addition includes: Trades - Groundsmen Trades - Technicians Cleaner | Can perform function of Level 2 but in addition includes: Client Services Officer Non qualified Bookkeeper Bookings Clerk Personal Assistant |

LEVEL 4

Shall be an employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards across a mixed trade team.

Indicative tasks and competencies for a level 4 employee would include;

| Events Staff | Grounds, Building and Technical Staff | Administration and Client Support |
|--------------|--|--|
| | Typical work at this level includes: Maintenance Supervisor Operations Supervisor Technical Supervisor Ground Supervisor | Typical work at this level includes: Bookkeeper |

LEVEL 5

Shall be an employee who is a holder of a post trade qualification or technical qualification relevant to the Trust's operations or will have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience.

A Level 5 employee will be directly responsible to the Executive Management for the operation and policy development relating to a discreet workforce or site.

Indicative tasks and competencies for a Level 5 employee would include;

| Events Staff | Grounds, Building and Technical Staff | Administration and Client Support |
|--------------|--|--|
| | Typical work at this level includes: Operations Coordinator | Typical work at this level includes: IT/Systems Coordinator Accounts Officer |

Progression to succeeding levels within the above structure will be dependant on a demonstrated capacity to perform the functions required and availability of a vacant position.

8. Training

- a. The Trust acknowledges its commitment to provide for its employees' career paths and access to more varied, fulfilling and better paid jobs through training.
- b. No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.
- c. The Trust will accept responsibility for the organisation of 'on-the-job' training but employees will assist as required in the training of other employees. For training 'off-the-job' the Trust will accept responsibility for arranging the training in all cases where the Trust requests such training to meet staffing requirements.
- d. The Trust will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken 'off-the-job' and outside normal working hours, and approved by the Trust as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- e. An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

9. Terms of Engagement

Employees under this agreement shall be engaged as either Permanent (full-time or part-time) or Casual employees.

- a. Permanent weekly full-time employees will be engaged by the fortnight and will be paid the rate of pay for the appropriate skill level as set out in Table 1 - Rates of Pay of Part B, Monetary Rates.

Permanent annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level as set out in Table 2 - Rates of Pay of Part B, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in subclause e. of Clause 13, Overtime and Time Off In Lieu.

- b. Permanent weekly part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the Trust and the employee concerned, provided that such lessor hours be no fewer than 80 per month or 4 per shifts.

Part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in the said Table 1.

The provisions of subclause (b) of this clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.

- c. Probationary Period: Notwithstanding anything elsewhere contained in this clause, and clause 10, Termination of Employment, a maximum of the first three months of permanent employment will be on a trial basis and may be terminated by at least two days notice is not given during this period the payment or forfeiture of two days wages, depending upon when the termination is effected, will be applied. The length of the probationary period will be specified in a new employee's Letter of Appointment.
- d. Casual employees will be employed by the hour and will be employed for a minimum three (3) hours per engagement, for commercial events and two (2) hours for community and not for profit functions relating to the hire of the Trust's facilities.
- e. The Trust may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- f. Despite any other provision of this award, the Trust is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
 - (i) Any strike.

10. Termination of Employment

- a. Employment may be terminated by either the Trust or the employee at any time during the week by the giving of the following notice (except as provided by subclause (c) of clause 9, Terms of Engagement, and subclause (f) of this clause):

| Period of Continuous Service | Period of Notice |
|--|------------------|
| 1 year or less | 1 week |
| Over 1 year and up to the completion of 3 years | 2 weeks |
| Over 3 years and up to the completion of 5 years | 3 weeks |
| Over 5 years | 4 weeks |

Plus one extra week for employees over 45 years of age with not less than two years continuous service (except in the case of an employee giving notice).

- b. An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required, and not given.
- c. The Trust will not terminate an employee's employment for reasons related to the employee's conduct, performance, malingering or inefficiency, unless the employee has been given the opportunity to defend himself or herself against the allegations made or the Trust could not reasonably be expected to give the employee that opportunity, in accordance with the disciplinary procedure contained in clause 28.
- d. An employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the Trust) for the purpose of seeking another job.
- e. Following a request from the terminated employee, the Trust will provide a written statement of the period of employment and the type of work performed.
- f. The Trust may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.
- g. The employment of a casual employee may be terminated by either the Trust or the employee without the giving of notice. However, the Trust will pay wages for the minimum period as set out in subclause

(d) of clause 9, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

11. Hours of Work

The ordinary hours of work can be rostered Monday to Sunday, inclusive, subject to the following:

a. Hours of Work (Permanent Employees)

To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;

(i) A maximum of 76 ordinary hours will be worked in any one fortnightly period.

(ii) A maximum of 10 ordinary hours will be worked in any 24 hours period.

b. The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.

c. Rosters (Permanent Employees)

(i) Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days notice has been given.

(ii) If a changed roster is advised with less than seven days but more than 48 hours notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.

d. Rosters (Casual Employees)

Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours notice they shall be paid for half of the number of hours rostered originally.

12. Meal Breaks & Allowances

a. Full-time and part-time employees.

(i) All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between four to six hours after the commencement of work (depending on the need of the enterprise). Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.

(ii) Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.

(iii) All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

b. Casual Employees

(i) All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the operation before six hours have elapsed. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.

- (ii) Casual employees working in a non-event capacity who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the enterprise.

13. Overtime and Time Off in Lieu

- a. Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to weekly employees engaged under the provisions of Section A, Table 1 of Part B, in the following circumstances:

- For all hours worked in excess of 10 per shift
 - For all hours worked in excess of 76 in a fourteen day cycle
 - For all hours worked within less than a break of 10 hours between work on consecutive days.

- b. Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to casual employees engaged under the provisions of Section B of Part B, in the following circumstances:

- For all hours worked in excess of 10 per shift
 - For all hours worked within less than a break of 10 hours between work on consecutive days.

- c. An employee who has worked between midnight and 6:00am (and has commenced work before 5:00am), will be provided with a meal by the Trust or be paid the amount as set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for each meal break occurring before finishing time.

- d. Weekly employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off shall be taken at the ordinary time rate, that is an hour for each hour worked.

- e. Notwithstanding subclause 13 a., b., and c., employees engaged as annualised salaried employees shall work hours and rosters to meet the needs of the business subject to the following:

- (i) Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu
- (ii) All hours worked in excess of 172 hours per twenty eight (28) day cycle shall be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee
- (iii) 'Overtime rates' in above subclause 13 d. (ii) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked
- (iv) The calculation of time 'worked' during each twenty eight (28) day cycle includes hours away from the work place on public holidays, annual leave and sick leave
- (v) It is agreed by the parties that the annualised salaried employees shall receive a 10 hour break between shifts wherever possible

- f. The employer shall monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other staff or patrons of the Trust.

14. Sick Leave

- a. A full time employee shall be entitled to 10 days sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave.

- b. If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year. Such accumulation shall be limited to benefits up to a maximum of 100 days paid leave.
- c. An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- d. Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- e. Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- f. The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

15. Personal Carers 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 subparagraph (iii).2 of this subclause, who need the employee's care and support, shall be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement, provided for in clause 14, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employees shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (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 of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - c. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - d. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - e. a relative of the employee who is a member of the same household, where for the purpose of this 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.

- f. An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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 shall notify the employer by telephone of such of such absence at the first opportunity on the day of absence.

b. 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 subparagraph (iii).2 of sub-clause above who is ill.

c. Annual Leave

- (i) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five 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 (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

d. Time Off in Lieu of Payment of Overtime

- (i) 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 twelve (12) months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (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 shall be made at the expiry of the twelve (12) month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.

e. 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 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.

f. Rostered days off

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employer or employee.
- (iv) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of DDO flexibility, and providing a reasonable opportunity for the unions to participate in negotiations.

16. Bereavement Leave

A full-time or part-time employee shall be entitled to a maximum of three (3) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a parent (including foster parent and parent-in-law), grandmother, grandfather, wife, husband, de facto wife, de facto husband, sister, brother, child, stepchild or grandchild.

17. Parental Leave

A permanent full-time and part-time employee shall be entitled to parental leave pursuant to the provisions of the NSW *Industrial Relations Act 1996*.

Concurrent with the above unpaid leave provisions, permanent full-time and part-time employees shall be entitled to the following paid parental leave:

- a. Paid Maternity Leave - six (6) weeks paid maternity leave to all female permanent full-time and part-time employees
- b. Paid Paternity Leave - two (2) weeks paid paternity leave to all male permanent full-time and part-time employees

18. Annual Leave and Annual Leave Loading

- a. Employees engaged under the provisions of Section A, of Table 1, Part B shall be entitled to four weeks annual leave for each completed year of service, less the period of annual leave, and shall be paid at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.
- b. The taking of annual leave shall as far as practicable be taken at a mutually agreed time and for mutually agreed duration's up to the maximum entitlement contained herein.
- c. Under no circumstances shall annual leave be allowed to accrue above the entitlement for a period of two years.
- d. No employee shall be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imbursment of any additional expenses incurred by the employee as a consequence of such recall.

19. Income Protection Plan

All weekly and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period), and who are members of the Australian Workers Union shall be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.

It is a term of this award that the Trust will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of \$4.00 up to a maximum of \$8.00 per month, for regularly employed casuals (as defined).

20. Public Holidays

- a. The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day (being the first Tuesday after Easter) or any proclaimed days in lieu thereof throughout the State shall be holidays from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.

- b. Entitlement to paid absence on the Union Picnic Day shall only apply to weekly and annualised employees who are members of the Union.
- c. Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees shall receive double time and a half based on the ordinary hourly rate for the appropriate weekly classification.
- d. Where the Picnic Day referred to in subclause 20 (b) falls on a bump-in, bump-out or an event day, the employer shall organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

21. Uniforms and Protective Clothing

- a. Where employees are required to wear a branded uniform they will provided free of charge.
- b. Where items of clothing referred to in sub-clause (a) are required to be cleaned and maintained by the employee the provisions of Part B Table 3, herein, shall apply.
- c. The Trust commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees
- d. The Trust shall have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items shall be provided by the employee.
- e. All uniform items, protective clothing and other tools provided by the Trust shall remain the property of the Trust and shall, upon demand be returned to the Trust in reasonable conditions. Upon Termination, monies owed to the employee maybe withheld until such time as this sub-clause is complied with by the employee.

22. Payment of Wages

- a. All moneys payable to employees will be paid weekly, fortnightly or monthly, by agreement with the employee, by electronic funds transfer.
- b. For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

23. First-Aid Allowance

An employee who holds and appropriate first-aid certificate and who is appointed by the Trust to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the wage rate as set out in Table 1 - Rates of Pay, of the said Part B.

24. Jury Service

A permanent employee required to attend for jury service will be reimbursed by the Trust the difference between the amount received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

25. Long Service Leave

Prior to 1st September 2005, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

For continuous service post 1st September 2005, employees shall accrue long service leave as follows:

- a. Ten weeks paid leave after ten years service, and thereafter,
- b. Five weeks paid leave on the completion of each additional five years service.

Such leave accrual shall not apply to any long service leave that has accrued prior to 1st September 2005.

26. Introduction of Change

- a. Where the Trust 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 Trust will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.
- b. "Significant effects" include termination of employment, major changes in the composition of the Trust workforce or in the skills required; the elimination or diminution of job opportunities, promotions 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. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.
- c. The Trust will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- d. The discussions will commence as early as practicable after a definite decision has been made by the Trust to make the changes referred to in subclause (a) of this clause.
- e. For the purpose of such discussion, the Trust will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the Trust will not be required to disclose confidential information, the disclosure of which would be inimical to the Trusts interests.

27. Redundancy

- a. Where the Trust has made a definite decision that the Trust no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the Trust will hold discussions with the employees directly affected and with the union.
- b. The discussions will take place as soon as practicable after the Trust has made a definite decision which will invoke the provisions of subclause (a) of this clause, and will cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any effects of any terminations on the employees concerned.

- c. For the purposes of the discussion the Trust will, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the Trust will not be required to disclose confidential information, the disclosure of which would be inimical to the Trusts' interests.
- d. Where an employee is transferred to lower paid duties for reasons as set out in subclause (a) of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if employment had been terminate, and the Trust may, at the Trusts' option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks still owing.
- e. In addition to the period of notice prescribed for ordinary termination in subclause (a) of clause 10, Termination of Employment, an employee whose employment is terminated for reasons as set out in subclause (a) of this clause, will be entitled to the following amount of severance pay in respect to a continuous period of service:

| Period of Continuous Service | Severance Pay |
|---------------------------------|--|
| Up to the completion of 5 years | 1 weeks pay for each completed year of service |
| 5 years and over | 3 weeks pay for each completed year of service |

In addition to the above scale, one additional week's pay per year of service will be paid to employees over the age of 45 years at the date of redundancy offer being made by the Trust.

"Weeks pay" means the ordinary time rate of pay for the classified skill level for the employee concerned.

- f. In addition, employees will be paid the following benefits:
- (i) Payment of annual leave loading on all accrued annual leave.
 - (ii) Payment of pro-rata long service leave for employees with more than ten years continuous service.
- g. An employee whose employment is terminated for reasons set out in subclause (a) of this clause may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the Trust until the expiration of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.
- h. During the period of notice of termination given by the Trust an employee will be allowed up to two days time off without lost of pay during each week of notice, for the purpose of seeking other employment. The employee must make application for the time off and may be required to produce proof of attendance at an interview to qualify for payment for the time absent. A statutory declaration will serve as adequate proof of attendance.
- i. Where a decision has been made to terminate employees in the circumstances outlined in subclause (a) of this clause, the Trust will notify a Commonwealth Government Accredited Employment Service as soon as possible giving relevant information including the number of categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- j. The continuity of employment of an employee will be deemed not to have been broken by reason of transmission of business and the whole period of employment will be deemed to be service for the application of this clause.
- k. 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.

28. Disciplinary Procedure

- a. Warnings may be issued by the supervisor of the employee concerned when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- b. The establishment of a warning system will not preclude the right of the Trust to dismiss an employee without the issue of a written warning, in accordance with subclause (f) of clause 10, Termination of Employment.
- c. The basis of the three-warning system is as follows:
 - (i) An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.
 - (ii) Should no improvement be forthcoming, then a second warning may be issued.
 - (iii) A third, or final, warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
 - (iv) Each warning will remain in force, individually, for two years, unless superseded by a further warning at the next level of this warning system. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
 - (v) All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

29. Disputes Procedure

- a. The following procedure will be followed in dealing with any dispute arising out of the operation of this award or any matter relating to the employment of personnel covered by this award:
 - (i) The employee or employees concerned will discuss the matter with their immediate supervisor or appropriate manager in the presence of the Union Delegate if the employee(s) so wish(es).
 - (ii) If the matter is not resolved, it will be brought to the attention of the General Manager who will attempt to settle the matter by consultation.
 - (iii) If the matter remains unresolved, and the employee so wishes, the Secretary of the Union (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
 - (iv) If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
 - (v) While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.
 - (vi) All employees are to be made familiar with this disputes procedure and are to give an undertaking to observe it.
 - (vii) The employee or employees who raise the grievance may be involved in the discussions at all levels of this procedure.

30. Role of the Union

a. Union Commitment

The union commits itself to promote a harmonious and productive workplace environment in which employees are committed to the organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

i. Attendance at the work site.

Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees, after notifying his presence on the worksite to managements. The union shall be provided with appropriate access to employees to promote the benefits of union membership.

ii. Union/Trust Co-operation.

To facilitate union membership, the Trust will:

1. Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
2. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;
3. Provide the union with access to talk to all new employees at all induction training. In this regard the Trust will organise such access for the union in a way which is conducive to the union being able to give a presentation to as small a group as practicable;
4. Ensure that all supervisors are trained in the provisions of enterprise agreement and the employer's policy on union membership;
5. Notwithstanding the above, where an employee indicated they have an objection to joining the union, the Trust shall advise the union of this within 2 weeks. The union shall then be provided with appropriate access to this employee to further promote the benefits of union membership.

iii. Role of the union delegate

1. For the purpose of the union conducting their business on a day to day basis, the Trust will recognise duly elected/appointed union delegates.
2. Union delegates will be allowed reasonable time during work hours to interview the Trust or the Trust's representatives on matters affecting employees.
3. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
4. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

iv. Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's worksite during working hours, subject to the following conditions:

1. That he or she discloses to the Trust nominees the complaint which he desires to investigate;
2. That he makes his investigations in the presence of the Trust's Nominees;
3. That he or she does not interfere with work proceeding in the workshop or plant;
4. That he or she conducts himself properly.

31. Multi-Hiring

Employees may be separately engaged as casual employees (whether they hold weekly positions or not) for duties in a separate section of the Trust's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employees' usual work location, or alternatively, may mean a discrete set of duties other than the employees usual duties, provided such duties are not wholly or substantially performed in the employees usual work location, and shall not apply to work where overtime would normally be performed.

The arrangements entered into under this clause shall be mutually agreed and recorded in writing at the time.

32. Occupational Superannuation

- (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 Section 124 of the *Industrial Relations Act 1966 (NSW)*. 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 ASSET (Australian Superannuation Savings Employment Trust), on a monthly basis on behalf of employees engaged under the provisions of this award.

Salary sacrifice to Superannuation

- (c) Notwithstanding the salaries prescribed by the 1998 Award as varied by Clause 6. Rates of Pay, an employee may elect, subject to the agreement of the Trust, to sacrifice a portion of the salary payable under Clause 6 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under Clause 6.
- (d) Where the employee has elected to salary sacrifice a portion of their salary to additional employer superannuation contributions:
 - (i) Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (ii) Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 6 of this Award in the absence of any salary sacrifice to superannuation made under this Award.

- (e) Where an employee elects to salary sacrifice in terms of subclause c.) above, the Trust will pay the sacrificed amount into the relevant superannuation fund.

33. Anti-Discrimination

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

34. Consultative Committee

A consultative committee made up of management and the workplace union representatives shall meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.

Minutes of each meeting will be kept and made available to the Trust or the union if required.

35. Performance Management Plans

The Trust and the Union shall develop a classification and performance review procedure and criteria.

A committee made up of 2 Trust representatives and 2 workplace Union representatives shall work collectively to produce the review package for the consideration of the Trust, the Union and its members.

The Trust shall provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a weekly or annualised employee.

An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.

Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.

The Trust agrees to employ a facilitator to assist in the development of the Performance Management Plan, if the committee cannot come to an agreement on its design or implementation.

PART B

Table 1 - Weekly Rates of Pay

Section A

1. Weekly rate of pay for a week not exceeding 38 ordinary hours.

| Classification | Step | Ordinary Weekly Rate Year 1 | Ordinary Weekly Rate Year 2 |
|----------------|------|--------------------------------|--------------------------------|
| Level 1 | 1 | 590.09 | 612.79 |
| Level 2 | 1 | 613.95 | 637.56 |
| | 2 | 621.48 | 645.38 |
| | 3 | 645.33 | 670.15 |
| Level 3 | 1 | 660.40 | 685.80 |
| | 2 | 677.98 | 704.05 |
| | 3 | 709.36 | 736.65 |
| Level 4 | 1 | 720.66 | 748.38 |
| | 2 | 747.03 | 775.76 |
| | 3 | 778.42 | 808.36 |
| | 4 | 863.45 | 896.66 |
| | 5 | 948.48 | 984.96 |
| Level 5 | 1 | 1,029.52 | 1,069.12 |
| | 2 | 1,129.96 | 1,173.42 |
| | 3 | 1,217.85 | 1,264.69 |

2. Employees engaged under Section A1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 20 (a) herein.

Section B

1. Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays

| Classification | Step | Per Hour Year 1 | Per Hour Year 2 |
|----------------|------|--------------------|--------------------|
| Level 1 | 1 | 19.41 | 20.16 |
| Level 2 | 1 | 20.20 | 20.97 |
| | 2 | 20.44 | 21.23 |
| | 3 | 21.23 | 22.04 |
| Level 3 | 1 | 21.72 | 22.56 |
| | 2 | 22.30 | 23.16 |
| | 3 | 23.33 | 24.23 |
| Level 4 | 1 | 23.71 | 24.62 |
| | 2 | 24.57 | 25.52 |
| | 3 | 25.61 | 26.59 |

2. Casual employees engaged under Section B1 above shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. As described in clause 7 (b) herein, the maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3, progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.

3. Employees engaged under Section B1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 20 (a) herein.

Section C

Junior Rates

- (a) Employees engaged as weekly employees or as casuals under the provisions of Section A or Section B, above, who are less than 18 years of age shall be paid according to the following scale:

Under 17 years of age 80% of the appropriate rate.

Under 18 years but more than 17 years 90% in the appropriate rate.

18 years and older 100% of the appropriate rate.

- (b) Provided that the scale contained in (a) above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 7, here-in.

TABLE 2

Employees engaged under annualised salary packages for all incidents or work under this award.

| Classification | Step | \$ per Annum Year 1 | \$ per Annum Year 2 |
|----------------|------|------------------------|------------------------|
| Level 1 | 1 | - | - |
| Level 2 | 1 | 40,310.39 | 41,860.79 |
| | 2 | 40,805.00 | 42,374.42 |
| | 3 | 42,371.25 | 44,000.91 |
| Level 3 | 1 | 43,360.46 | 45,028.17 |
| | 2 | 44,514.54 | 46,226.64 |
| | 3 | 46,575.40 | 48,366.76 |
| Level 4 | 1 | 47,317.31 | 49,137.21 |
| | 2 | 49,048.43 | 50,934.91 |
| | 3 | 51,109.29 | 53,075.03 |
| Level 5 | 1 | 67,596.16 | 70,196.01 |
| | 2 | 74,190.90 | 77,044.40 |
| | 3 | 79,961.31 | 83,036.74 |

TABLE 3
OTHER RATES AND ALLOWANCES

| BRIEF DESCRIPTION | Amount \$ | For casuals |
|---|----------------|----------------|
| Laundry Allowance | 12.86 per week | 1.18 per shift |
| Meal Allowance | 9.36 | |
| First-aid Allowance | 2.41 per shift | |
| Offensive Matter Cleaning Allowance | 3.00 per day | 3.00 per shift |
| Leading Hand Allowance In charge of: | | |
| 3 to 10 employees | 30.40 per week | 1.00 per hour |
| 11 to 20 employees | 38.00 per week | 1.25 per hour |
| More than 20 employees | 45.60 per week | 1.50 per hour |

P. J. CONNOR, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) FISHERIES STAFF AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 597 of 2007)

Before Commissioner Ritchie

4 October 2007

REVIEWED AWARD

Arrangement

PART A

| Clause No. | Subject Matter |
|------------|--|
| 1. | Title |
| 2. | Parties to the Award |
| 3. | Definitions |
| 4. | Salaries |
| 5. | Allowances and Loadings |
| 6. | Hours of Work and Working Hours Arrangements |
| 7. | Housing |
| 8. | Family and Community Service Leave |
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| 12. | Work and Family Issues |
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| 14. | Anti Discrimination |
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PART B

MONETARY RATES

Table 1 - Salaries

Table 2- Other Rates and Allowances

Attachment A - Fisheries Technician Classification -
Competency Standards

Attachment B - Fisheries Officer Classification -Competency
Standards

PART A

1. Title

This Award shall be known as the Crown Employees (NSW Department of Primary Industries) Fisheries Staff Award.

2. Parties to the Award

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

3. Definitions

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

"DPE" means Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.

"Department" shall mean the NSW Department of Primary Industries as established under the *Public Sector Employment and Management Act 2002*.

"Director-General" means the Director-General of NSW Department of Primary Industries, a position established under the *Public Sector Employment and Management Act 2002*, or the Director-General's authorised delegate.

"Employer" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.

"Employees" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, who, on the operative date or during the period of operation of this award, occupy or are appointed to a position to perform the duties and roles of the former NSW Fisheries within the Department.

NSW Fisheries was a Schedule 1 agency of the *Public Sector Employment and Management Act 2002*. On 1 July 2004, NSW Fisheries was amalgamated as part of the formation of NSW Department of Primary Industries.

"fpp" means the first full pay period.

"AFMA" means the Australian Fisheries Management Authority.

4. Salaries

(i) The salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, shall be applicable to the classifications and gradings as specified in the said Table 1. The salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2007) Award and any variation or replacement award.

(a) Loading for Fisheries Officers -

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

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

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

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

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

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

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

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

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

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

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

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

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

$$\frac{7.6 \times 5 \times 1.5 \div 52}{5.2 \text{ hours}} = 5.2 \text{ hours}$$

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

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

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

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

5. Allowances and Loadings

- (a) Annual Leave Loading - The 17.5 per cent annual leave loading will be paid to all employees on the first available pay day in December of each year, and be based on the annual leave accrued during the preceding period between 1 December and 30 November
- (b) Sea Going Allowance - An employee who is absent from his/her port of departure for ten hours or more shall be entitled to the provisions of the following clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied.

| | |
|------------|--|
| Clause 26: | Travelling Allowances - General |
| Clause 27: | Excess Travelling Time |
| Clause 28: | Waiting Time |
| Clause 29: | Meal Expenses on One-Way Journeys |
| Clause 30: | Travelling Allowances when Staying in Non-Government Accommodation |

| | |
|------------|--|
| Clause 31: | Travelling Allowances when Staying in Government Accommodation |
| Clause 32: | Restrictions on Payment of Travelling Allowances |
| Clause 33: | Increase or Reduction in Payment of Travelling Allowances |
| Clause 34: | Production of Receipts |
| Clause 35: | Travelling Distance |

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

6. Hours of Work and Working Hours Arrangements

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

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

The following provisions replace in full arrangements established under clause 21, Flexible Working Hours, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

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

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

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

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

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

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

Where an employee, by mutual agreement, works outside the bandwidth period to meet specific work requirements, then hours worked outside the bandwidth will be credited at time and a half and meal allowances, if appropriate, will be paid. The provisions of the Shift Work and Overtime clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 continue to apply when staff are directed to work outside the bandwidth times.

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

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

The luncheon period is not part of core time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employees shall be compensated for travelling time outside the bandwidth hours in accordance with the travelling compensation provisions as prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

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

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

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

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

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

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

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

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

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

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

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

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

Where a Fisheries Officer is directed to work a ten-hour continuous shift, two unpaid meal breaks must be taken during the shift. The second meal break will attract a meal allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The meal allowance is set in accordance with the Overtime Meal Allowances for breakfast, lunch and dinner in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

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

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

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

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

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

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

7. Housing

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

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

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

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

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

8. Family and Community Service Leave

The following provisions replace the Family and Community Services Leave provisions contained under subclause (c) of clause 74 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006..

The Director-General may grant paid Family and Community Service Leave to an employee to meet family activities and community service responsibilities as described in subclause (b) of the said clause 74 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

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

The parties agree that the definition of "a family member" will be consistent with subclause (c) of clause 82, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

In cases of illness of a family member, whose care and support the employee is responsible, paid sick leave in accordance with the said clause 82 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 shall be granted when paid family and community service leave is exhausted.

9. Consultative Arrangements

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

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

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.

11. Working from Home

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

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

It is not proposed at this time to make this a general entitlement to all staff and each case would be considered on its merit by the Director-General. It is expected that any requests for these arrangements would be limited in duration and required to meet a pressing personal or family situation.

Broad guidelines may need to be developed, using the consultative arrangements under this Award, to assist equitable usage across the Department.

12. Work and Family Issues

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

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

13. Grievance and Dispute Settling Procedures

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

- (c) 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 Director-General or delegate.
- (d) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Director-General.
- (f) The Director-General may refer the matter to the DPE for consideration.
- (g) If the matter remains unresolved, the Director-General shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association/Union.
- (i) The employee or the Association/Union on their behalf, or the Director-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association/Union, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

14. Anti Discrimination

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

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

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

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

15. Deduction of Union Membership Fees

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

16. Area, Incidence and Duration

- (a) The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector – Salaries 2007) Award* or any awards replacing these awards.
- (b) This Award shall apply to all employees engaged to perform duties and roles that can be identified as a responsibility of the former NSW Fisheries in the Department of Primary Industries.
- (c) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (NSW Fisheries Salaries and Conditions of Employment) Award* published 13 August 2004 (345 IG 758) and all variations thereof.
- (d) 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 4 October 2007.

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

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first pay period to commence on or after 1.7.07

| Administrative and Clerical Officers | Common Salary Point | | First pay period after 1.7.07 Yearly Rate \$ |
|---|------------------------|----------------------------------|--|
| General Scale - | | | |
| Year 1 | 9 | | 30,656 |
| Year 2 | 17 | | 35,266 |
| Year 3 | 25 | | 38,448 |
| Year 4 | 32 | | 40,857 |
| Year 5 | 40 | | 43,903 |
| Clerical Officers - Grade 1 /2 - | | | |
| Year 1 | 9 | | 30,656 |
| Year 2 | 17 | | 35,266 |
| Year 3 | 25 | | 38,448 |
| Year 4 | 32 | | 40,857 |
| Year 5 | 40 | | 43,903 |
| Fisheries Officers - Clause 4 (i) (a) 13.7% Salary Loading | | Base Salary Yearly Rate \$ | Loaded Salary Yearly Rate \$ |
| Grade 1 - | | | |
| Year 1 | 52 | 49,012 | 55,726 |
| Grade 2 | | | |
| Year 1 | 58 | 51,784 | 58,879 |
| Year 2 | 64 | 55,010 | 62,547 |
| Grade 3 - | | | |
| Year 1 | 64 | 55,010 | 62,547 |
| Year 2 | 67 | 56,701 | 64,470 |
| District Fisheries Officer - | | | |
| Year 1 | 78 | 63,056 | 71,694 |
| Year 2 | 85 | 67,448 | 76,690 |
| Supervising Fisheries Officer - | | | |
| Year 1 | 101 | 79,188 | 90,036 |
| Year 2 | 104 | 81,414 | 92,568 |
| Fisheries Scientific Technicians - | | | |
| Grade 1 - | | | |
| Year 1 | | | 33,856 |
| Year 2 | | | 36,132 |
| Year 3 | | | 38,448 |
| Year 4 | | | 40,692 |
| Year 5 | | | 42,971 |
| Year 6 | | | 45,247 |
| Grade 2 - | | | |
| Year 1 | | | 47,067 |
| Year 2 | | | 49,542 |
| Year 3 | | | 52,020 |

| | | | |
|---|--|----------------------------------|------------------------------------|
| Grade 3 - Year 1 | | | 54,496 |
| Year 2 | | | 57,304 |
| Year 3 | | | 61,798 |
| Grade 4 - Year 1 | | | 62,919 |
| Year 2 | | | 64,819 |
| Year 3 | | | 66,749 |
| Grade 5 - Year 1 | | | 69,196 |
| Year 2 | | | 71,674 |
| Year 3 | | | 74,527 |
| Fisheries Maintenance Technician Grade 1 - Year 1 | | | 33,856 |
| Year 2 | | | 36,132 |
| Year 3 | | | 38,448 |
| Year 4 | | | 40,692 |
| Year 5 | | | 42,971 |
| Year 6 | | | 45,247 |
| Grade 2 - Year 1 | | | 47,067 |
| Year 2 | | | 49,542 |
| Year 3 | | | 52,020 |
| Grade 3 - Year 1 | | | 54,496 |
| Year 2 | | | 57,304 |
| Year 3 | | | 61,798 |
| Grade 4 - Year 1 | | | 62,919 |
| Year 2 | | | 64,819 |
| Year 3 | | | 66,749 |
| Grade 5 - Year 1 | | | 69,196 |
| Year 2 | | | 71,674 |
| Year 3 | | | 74,527 |
| Fish Hatchery Staff - Clause 4 (i) (c) 11.05% Salary Loading | | Base Salary Yearly Rate \$ | Loaded Salary Yearly Rate \$ |
| Assistant Manager - Year 1 | | 47,067 | 52,268 |
| Year 2 | | 49,542 | 56,017 |
| Year 3 | | 52,021 | 57,768 |
| Manager - Year 1 | | 54,496 | 60,518 |
| Year 2 | | 57,304 | 63,636 |
| Year 3 | | 61,801 | 68,629 |
| Senior Manager - Year 1 | | | 110,059 |
| Year 2 | | | 120,688 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description | Amount \$ |
|----------|------------|------------------------------|--|
| 1 | 5 (c) | Freezer Inspection Allowance | 30.00 for each inspection, for each vessel, for each day |

| | | | |
|---|-------|--|------------|
| 2 | 5 (d) | Regional Dive Coordinator | \$1,570 pa |
| 3 | 5 (e) | Regional Dive Officer | \$1,100 pa |
| 4 | 6 (b) | Fisheries Officer - meal allowance where the second break is taken | \$22.60 |

ATTACHMENT A

Fisheries Technician Classification - Competency Standards

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

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

Fisheries Technician Grade 1 -

Years 1 - 3

Description: - Training position where technical skills are acquired.

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

Essential qualifications -

School Certificate or equivalent.

Driver's Licence (where appropriate).

Essential qualities -

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

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

Progression criteria -

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

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

Years 4 - 6 -

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

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

Essential qualifications -

Either TAFE Technical Qualification or three years relevant work experience.

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

Essential qualities -

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

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

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

Progression criteria -

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

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

Field related skills -

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

Workshop related skills -

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

Laboratory related skills -

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

Office related skills -

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

Fisheries Technician Grade 2 -

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

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

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience.

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

Additional skills and/or qualifications specific to the position.

Essential qualities -

Ability to work with limited direction and irregular supervision.

Demonstrated problem solving abilities, including modifications to standard procedures.

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

Fisheries Technician Grade 3 -

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

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

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least three years.

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

Additional skills and/or qualifications specific to the position.

Essential qualities -

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

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

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

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

Field related skills -

- Coxswain's certificate
- First aid certificate
- Appropriate commercial diving qualifications

Workshop related skills -

- Advanced trades certificate
- Supervision
- Staff training

Laboratory related skills -

- Pond and aquarium systems management
- Advanced technical skills associated with fish propagation
- Specialist laboratory skills (eg. fish ageing, algal culture)

Office related skills -

- Basic financial management
- Advanced computer (database maintenance, programming, maintenance)
- Data management
- Report writing and presentation of results
- Statistical analysis
- Advanced photography
- Public relations

Fisheries Technician Grade 4 -

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

Essential qualifications -

- TAFE technical qualification or equivalent.
- Relevant work experience of at least six years.
- Additional skills and/or qualifications specific to the position.

Essential qualities -

- Ability to supervise and manage a specific work unit with a technical function, and/or
- Advanced staff and financial management skills, and/or
- Advanced skills associated with having the responsibility for an essential technically based task.

Fisheries Technician Grade 5 -

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

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least ten years.

Additional skills and/or qualifications specific to the position.

Essential qualities -

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

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

Management of technically based program

Financial management

Leadership

Co-ordination of large/complex technically based programs

Advisory and publication of technical information

Public relations

ATTACHMENT B

Fisheries Officers Classification - Competency Standards

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

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

Essential prior to recruitment -

Drivers Licence

Colour vision

Swimming ability (200m)

Medical fitness exam

Boat Licence

HSC or Equivalent

Fisheries Officer Grade 1 (Trainee) -

To complete induction/orientation

Computer/keyboard skills

Environmental awareness

Pass exams

12 months satisfactory service

Marine survival/sea safety *

Senior First Aid Certificate

Baton and handcuffing
Basic communication skills *

* Ongoing every two years

General responsibilities -

Requires specified qualifications or previous skills or experience, and
Performs basic tasks and operates equipment for which limited training is required.
Exercises no individual judgement in following directions.
Works under direct supervision

Fisheries Officer Grade 2 -

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

First Year -

Intermediate communication skills

Second Year -

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

General responsibilities -

Requires accredited training and special licences, and adequate experience and special skills.
Performs work process at sub-FO Grade 3 level and performs duties in charge of equipment and, maintains office systems, and
Exercises independent judgement at sub-FO Grade 3 level.
Works under limited supervision.
Uses good communication skills.
Possess sound knowledge of relevant legislation, policy and procedures.

Fisheries Officer Grade 3 -

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

First Year -

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

Second Year -

Environmental assessment (DA's and fish kills)
 Superior communication skills
 Supervision
 Financial management

General responsibilities -

Requires satisfactory achievement of Departmental Competency Standards,
 Performs duties of some complexity and is accountable for completion of work to agreed standards.
 Exercises some independent judgement
 Leads small work team on assigned work or supervises subordinate staff, and
 Prepares, collates and analyses information in respect to Fisheries Management and district operations.
 Represent NSW Fisheries at various meetings at district level, and
 Provides specialised advice and assistance to Management in the formulation of management plans and regulations.

District Fisheries Officer -

Prerequisite - Coxswain's certificate of competency or equivalent.

Master Class V) where appropriate
 MED 3)

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

General responsibilities -

Responsible for effective co-ordination of work, or scheduling basic training for Fisheries Officer Grade 1 to 3 under direct supervision, problem solving, and
 Exercises independent judgement and is accountable for work performance.
 Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.
 Accountable for performance to meet deadlines, and/ or performs work of complexity at a high level, and/or is competent in full range of disciplines necessary to effectively manage a NSW Fisheries District.
 Communicates information to client groups.
 Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.

Supervising Fisheries Officer -

Prerequisite - Coxswains certificate of competency or equivalent.

Master Class V) where appropriate
 MED 3)

First Year -

Management and administration

Occupational health and safety training

Mediation skills

Second Year -

Further management development

General responsibilities -

May require Master Class V and MED 3 Course.

Requires well developed management skills.

Demonstrated understanding of environmental issues.

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

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

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

Communicates technical and other information to client groups.

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

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

(1043)

SERIAL C6139

AUSTRALIAN JOCKEY CLUB - ELECTRICAL AND PLUMBING ENTERPRISE AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 642 of 2007)

Before Commissioner McLeay

21 September 2007

REVIEWED AWARD

1. Title

This Award shall be referred to as the Australian Jockey Club - Electrical and Plumbing Enterprise Award 2002.

2. Arrangement

| Clause No. | Subject Matter |
|------------|---|
| 1. | Title |
| 2. | Arrangement |
| 3. | Statement of Intent |
| 4. | Application and Scope of Award |
| 5. | Parties Bound |
| 6. | Single Bargaining Unit |
| 7. | No Reductions in Standards |
| 8. | Rates of Pay |
| 9. | Rostered Day Off - Banking |
| 10. | Public Holiday Work |
| 11. | Skills, Utilisation, Training and Development |
| 12. | Hours of Work |
| 13. | Occupational, Health and Safety |
| 14. | Industrial Grievance Procedure |
| 15. | No Extra Claims |
| 16. | Negotiating the next Award |
| 17. | Job Descriptions |
| 18. | Redundancy |
| 19. | Part-time employment |
| 20. | Anti-Discrimination |
| 21. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Weekly Aggregate Wage for Plumbers

Table 2 - Additional Allowance for Plumbers

Table 3 - Weekly Aggregate Wage for Electricians

Table 4 - Additional Allowance for Electricians

3. Statement of Intent

- (i) This Award has been designed to facilitate the smooth establishment and ongoing organisational development of the Australian Jockey Club ("AJC") at Royal Randwick and Warwick Farm Racecourses.
- (ii) The parties are committed to:
 - (a) Efficiencies and productivity being constantly reviewed and improved and thereby allowing the AJC to compete against other racing, gaming and wagering organisations on a cost-effective basis.
 - (b) The creation and maintenance of a harmonious employee relations environment which is typified by consultation and participation which supports the AJC's vision.
 - (c) The provision of a framework within which the AJC can generate interesting and fulfilling work and develop systems which allow employees to reach their full potential while simultaneously maximising the efficiency and productivity of the AJC.
 - (d) The creation of a co-operative working environment, where quality and pride of working for the AJC are fostered and that any issues of demarcation are eliminated.

4. Application and Scope of the Award

- (i) This Award shall apply to the employees of the AJC at Royal Randwick and Warwick Farm Racecourses whose terms and conditions are covered by the following:

Electricians &c. (State) Award published 29 July 2001 (325 I.G. 808);

Building Employees Mixed Industries (State) Award published 16 November 2001 (329 I.G. 577) insofar as it applies to members of the NSW Plumbers and Gasfitters Employees Union.
- (ii) This Award shall be read and interpreted wholly in conjunction with the relevant Award (s), relating to a group or individual, nominated in Clause 4 (i), above, in so far as those provisions relate to the parties referred to in Clause 5 - Parties Bound - of this Award. Where any inconsistencies between this Award and the relevant awards occur, this Award shall prevail.

5. Parties Bound

The parties to this Award are:

- (i) The Australian Jockey Club;
- (ii) The Electrical Trade Union of Australia - New South Wales Branch; and
- (iii) The New South Wales Plumbers and Gasfitters Employees' Union.

6. Single Bargaining Unit

For the purpose of negotiating the agreement a single bargaining unit was established. The Award was arrived at by the unions, nominated as party to the Award, working co-operatively within the single bargaining unit.

7. No Reductions in Standards

This Award shall not operate so as to cause a current employee as at the date of operation of this Award to suffer a reduction in ordinary time earnings or standards relating to conditions of employment provided by any award, award or over award arrangements in operation at the time of the entering into of the Award.

8. Rates of Pay

- (i) The rates of pay for employees covered under this Award are set out in Table 1, Table 2, Table 3 and Table 4 of Part B of this Award.
- (ii) Employees whose terms and conditions of employment are covered by the Building Employees Mixed Enterprise (State) Award insofar as it applies to members of the NSW Plumbers and Gasfitters Employees Union shall be paid the weekly wage as set out in Table 1 of Part B of this Award.
- (iii) The weekly wage set out in Table 1 of Part B of this Award includes compensation for:
 - ordinary hours
 - over-award payments
 - industry allowance
 - license allowance electronic funds transfer
 - tool allowance
 - computing quantities.
- (iv) Employees whose terms and conditions of employment are covered by the Building Employees Mixed Enterprise (State) Award insofar as it applies to members of the NSW Plumbers and Gasfitters Employees Union shall and where appropriate, in addition to the weekly wage set out in Table 1 of Part B, be paid a first aid allowance and clothing allowance as set out in Table 2 of Part B of this Award.
- (v) Employees whose terms and conditions of employment are covered by the Electricians &c. (State) Award shall be paid the weekly wage as set out in Table 3 of Part B of this Award.
- (vi) The weekly wage set out in Table 3 of Part B of this Award includes compensation for:
 - ordinary hours
 - over-award payments
 - industry allowance
 - license allowance
 - tool allowance
 - electronic funds transfer
 - plant operators allowance.
- (vii) Employees whose terms and conditions of employment are covered by the Electricians &c. (State) Award shall, and where appropriate, in addition to the weekly wage set out in Table 3 of Part B, be paid a first aid allowance and clothing allowance as set out in Table 4 of Part B of this Award.
- (viii) An employee may elect to sacrifice part of the employees salary to be an additional superannuation contribution above the rate prescribed by the *Superannuation Guarantee Charge Act 1992*.
- (ix) Where salary sacrifice contributions are to be made on behalf of an employee to the AJC Superannuation Plan, the wage rates prescribed by Table 1 of Part B shall (in respect of such an employee) include a component being the salary sacrifice contribution. That is, that part of the wage rate representing the salary sacrifice contribution chosen by the employee, shall be paid as a contribution by the employer direct to the AJC Superannuation Plan. As a consequence, the employees taxable salary shall equal the relevant wage rate less the salary sacrifice contribution (if any). For all other purposes the relevant wage rate applicable to this award shall apply.
- (x) Wages may be paid by electronic funds transfer unless otherwise agreed by the AJC. Provided that by agreement between an employer and the majority of employees covered by this award, wages may be paid fortnightly. Provided further that the AJC may elect to pay fortnightly by giving one months notice.

9. Rostered Day Off - Banking

No more than five days are to be banked as determined by the relevant Manager. These days will be taken at times of mutual agreement. If a dispute arises on the taking of the leave then the dispute procedure is to be followed.

10. Public Holiday Work

Existing employees currently receiving a day in lieu for any work performed on a public holiday as prescribed by the Award may if agreed, as an alternative, be paid at the rate of double time and a half in addition to the ordinary rate, instead of receiving such day in lieu. This provision shall operate so as to not disadvantage existing employees covered by this agreement.

11. Skills, Utilisation, Training and Development

A. Skills

- (i) Training and development shall be subject to the AJC's skill requirements. It is the aim of the parties to this Award that all employees shall be provided with opportunities for training and development, encouraging the formation of a flexible, highly skilled and committed workforce, enjoying maximum job satisfaction.
- (ii) Employees will move between tasks and functions within their appointed classifications and skills and competency levels in order to apply and develop their skills to meet AJC objectives. In moving employees between tasks and functions and in regrouping tasks and functions the AJC will consult with the employees and consider:
 - (a) the career path and development needs of individuals;
 - (b) the efficient organisation of work;
 - (c) any personal and geographic considerations.
- (iii) The process described in sub-clause (ii) above shall not include those functions or tasks where the safety of an employee learning "on the job" cannot be guaranteed by the AJC or where an essential requirement of a formal qualification limits the process.
- (iv) Processes will be adopted to facilitate the skills enhancement and career development opportunities of employees whilst promoting aims and objectives of the AJC.
- (v) The provision of training shall be undertaken in line with the AJC's EEO policy and procedures.

B. Training

- (i) The parties confirm a commitment to training and skill development for employees in accordance with the needs of the AJC. Training may be conducted on the recommendation of a supervisor to the Chief Executive or his delegate.
- (ii) The types of training needs which shall be met include:
 - (a) training required to increase the level of competency of the employees;
 - (b) training required through the creation of new tasks, restructuring of existing tasks and/or multi-skilling;
 - (c) training required to assist employees to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

12. Hours of Work

The parties are fully committed to explore the hours of work provision for all employees covered by this Award.

The parties recognise that the AJC operates in the context of its normal operations, over Monday - Friday but also quite regularly on Saturday as a result of race meetings.

The parties recognise that in order to provide for an internationally competitive racing industry, the parties will need to explore a full range of options in relation to working hours. To this extent the SBU agrees to negotiate and to introduce suitable flexible working arrangements provided such arrangements are agreed between the AJC, the workers affected and their Union or Unions.

These discussions may include, but are not necessarily limited to issues such as annualised salaries, ten hour shifts, payments provisions for regular Saturday and Sunday work with the inclusion of weekend work within the context of normal working hours.

(i) Spread of Hours/Staggered Work Hours

The spread of ordinary hours shall be 7.00am to 6.00pm with a limit of 8 hours at ordinary time to be worked on any one day. A week's notice shall be given to change an employee's rostered hours, or a lesser period where such change is by mutual agreement with an individual employee. Such change shall be a minimum of 14 days in duration. The AJC undertakes to consider personal or geographic circumstances of individual employees in introducing any change of roster.

13. Occupational Health and Safety

- (i) The AJC prides itself on quality occupational health and safety standards. It is recognised that the benefits to be gained from effective health and safety programs are significant both in human and economic terms.
- (ii) The AJC is responsible for taking all reasonable and practical action to achieve and maintain a performance level which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000*.
- (iii) All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:
 - (a) identify and reduce the risk associated with all types of work-related events that may, produce injury or illness; or
 - (b) identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health; and
 - (c) promote the good health and welfare of employees;
 - (d) report any perceived hazard to the immediate supervisor;
 - (e) report any work related injury, no matter how minor to their supervisor
 - (f) wear any safety clothing, footwear, equipment issued and specified for the job.
- (iv) The AJCs management is committed to the continuous monitoring and upgrading of its occupational health and safety policy to ensure the highest standards are met. The AJC shall where appropriate:
 - (a) provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control; and

- (b) maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies.
- (v) The occupational health and safety committee shall be convened subject to the provisions of the regulations of the *Occupational Health and Safety Act 2000* and shall meet at intervals not less frequent than specified in the regulations.

14. Industrial Grievance Procedure

- (a) The aim of this procedure is to ensure that, during the term of this Award, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. At any time during the procedure an employee may elect to be represented by an official of their union. During the life of the agreement there shall be no disruption to or cessation of normal work other than in relation to bona fide safety issues.
- (b) Where a dispute or grievance arises, or is considered likely to occur the steps below are to be followed. In order to permit the peaceful resolution of grievances, the status quo shall remain and work shall continue as normal while the industrial grievance procedure is being followed, (status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute).
- (c) Work arrangements and conditions before a dispute arising shall remain whilst the dispute procedure is being followed by the employer, employees and their union representatives.
- (d) Providing the conditions of (c) apply no strikes, bans or work limitations shall occur.
- (e) Where a dispute or a grievance arises or is considered likely to occur, the following steps are to be followed:

Step 1.

The matter is discussed between the employee(s) and the immediate supervisor involved. If the matter remains unresolved only then, follow Step 2.

Step 2.

The matter is discussed between the employee, the employees' representative if the employee so wishes and the supervisor involved. If the matter remains unresolved, only then, follow Step 3.

Step 3.

The matter is discussed between the employee, the employee's representative if the employee so wishes, the supervisor and the departmental manager. If the matter remains unresolved only then, follow Step 4.

Step 4.

The matter is discussed between the departmental manager, the human resources manager and the employee's representative and/or union official if the employee so wishes. If the matter remains unresolved only then, follow Step 5.

Step 5.

The matter is discussed between senior representatives of the AJC and the relevant union if the employee is represented by a union. The parties agree to exhaust the processes of conciliation before considering Step 6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.

Step 6.

The matter may be referred by either party to the Industrial Relations Commission of New South Wales in order for the Commission to exercise its functions under the *Industrial Relations Act* 1996. It is the intention of the parties that this provision meets the criteria pursuant to the *Industrial Relations Act*, 1996.

15. No Extra Claims

The parties undertake that, for the term of this Award, they will not pursue any extra claims.

16. Negotiating the Next Award

- (i) The parties agree to commence negotiations on a new Award no later than 3 months prior to the termination date of this Award and use their best endeavours to complete the negotiations of the new Award before the expiry of this Award.
- (ii) During the 3 months negotiation period, the parties will meet in order to seek agreement/resolution of any issues.

17. Job Descriptions

The union will participate in a positive fashion to develop job descriptions for all positions covered by the SBU agreement.

18. Redundancy Arrangements

Application

- (i) The provisions of this clause shall apply in respect of full time and part time persons employed in the classifications specified by the Awards listed in Clause 4.
- (ii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the AJC shall 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.
- (iii) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

Introduction of Change

- (iv) Employers duty to notify
 - (a) Where the AJC has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities of 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 Awards specified in Clause 4 - Application and Scope makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(v) Employers' Duty to discuss Change

- (a) The AJC shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (iv)(a), 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 shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (iv)(a).
- (c) For the purpose of such discussion, the AJC shall 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 shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

Redundancy

(vi) Discussions before terminations

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

Termination Of Employment

(vii) 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 paragraph (a) of subclause (iv), Introduction of Change.

- (a) In order to terminate the employment of an employee the employer shall 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 |

- (b) 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, shall be entitled to an additional weeks notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(viii) 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 (iv)(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1995*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(ix) Time Off During the Notice Period

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

(x) 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 shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(xi) Statement of employment

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

(xii) Notice of Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service 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.

(xiii) Department of Social Security Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certification' in the form required by the Department of Social Security.

(xiv) Transfer to Lower Paid Duties

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

Severance Pay

(xv) Where an employee is to be terminated pursuant to subclause (vi), Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a period of service:

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

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

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

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

- (c) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with the relevant awards.

(xvi) 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 subclause (1) of this clause.

(xvii) 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 subclause (1) if the employer obtains acceptable alternative employment for an employee

19. Part-Time Employment

- (a) An employee may be engaged by the week on a part-time basis for a constant number of hours which having regard to the various methods of arranging ordinary hours shall average less than 38 hours per week.
- (b) Part-time employees shall not continue for a continuous period between four weeks from the date of engagement.
- (c) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Rates of Pay, for the classification in which the employee is engaged.
- (d) An employee engaged on a part-time basis shall be entitled to all other benefits available to full-time employees arising under this award/agreement on a proportional basis depending on the number of ordinary regular hours worked per week.
- (e) This clause shall not be used to reduce existing levels of permanent employees and as far as practicable shall not affect the skill development or earning opportunities of permanent employees.
- (f) As far as possible all overtime shall in the first instance be offered to permanent employees.
- (g) A part-time employee who works in excess of the hours fixed under the contract of employment shall be paid overtime in accordance with Overtime of this Award.
- (h) A current part-time employee may apply for a full-time position should a vacancy occur and, subject to being able to perform the duties required to fill the vacancy and all other things being equal, shall have preference of employment for the vacant position.

20. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility 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 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 victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

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

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

21. Area, Incidence and Duration

This Award rescinds and replaces the Australian Jockey Club - Electrical and Plumbing Enterprise Award 2002 published 19 September 2003 (341 I.G. 458).

This award has been reviewed pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 21 September 2007.

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

PART B

Table One - Weekly Aggregate Wage for Plumbers

| Classification | Aggregate Weekly Wage from first full pay period on or after 19/09/2002 \$ | Aggregate Weekly Wage from first full pay period on or after 19/09/2003 \$ |
|---------------------|---|---|
| Plumber | 765.20 | 792.00 |
| Apprentice Plumbers | | |
| Year 1 (35%) | 267.80 | 277.20 |
| Year 2 (51%) | 390.25 | 403.90 |
| Year 3 (67%) | 512.70 | 530.65 |
| Year 4 (77%) | 589.20 | 609.85 |

Table Two - Additional Allowances for Plumbers

| Allowance | Effective from first full pay period to commence on or after 19/09/02 | |
|--------------|---|--|
| Leading Hand | In charge of up to 2 journeymen: In charge of 3 to 5 journeymen: In charge of 5 to 10 journeymen: In charge of over 10 journeymen: | As per Building Employees Mixed Industries (State) Award As per above award As per above award As per above award |
| Clothing | \$6.30 per week | |
| First Aid | As per Building Employees Mixed Industries (State) Award | |

Table Three - Weekly Aggregate Wage for Electricians

| Classification | Aggregate Weekly Wage From first full pay period on or after 19/09/02 | Aggregate Weekly Wage From first full pay period on or after 19/09/03 |
|----------------|---|---|
| Electrician | \$756.00 | \$782.50 |

Table Four - Additional Allowances For Electricians

| Allowance | Effective from first full pay period to commence on or after 19/09/02 |
|--------------|---|
| Leading Hand | As per Electricians (State) Award |
| Clothing | \$6.30 per week |
| First Aid | As per Electricians (State) Award |

J. McLEAY, Commissioner

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(861)

SERIAL C6136

MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 734 of 2007)

Before Commissioner Connor

31 August 2007

REVIEWED AWARD

1. Insert in numerical order in clause 1, Arrangement of the award published 4 August 2000 (317 I.G. 618) the following new clause number and subject matter:

3A. Secure Employment

2. Insert after clause 3, Contract of Employment the following new clause:

3A. 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 shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (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 he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, 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 shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace 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 *Occupational Health and Safety Act 2000* 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 shall 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.
3. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 August 2007.

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

P. J. CONNOR, Commissioner

(626)

SERIAL C6141

**STOREMEN AND PACKERS, WHOLESALE DRUG STORES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 656 of 2007)

Before Commissioner McLeay

14 September 2007

REVIEWED AWARD

1. Delete the words "she" in subclause (iii) of clause 10, Overtime of the award published 23 April 1999 (309 I.G. 13), and insert in lieu thereof the following:

"her"

2. Delete the words "Department of Social Security" in paragraph (g) of subclause (iv) of clause 34, Redundancy, and insert in lieu thereof the following:

"Centrelink"

3. Delete the reference "3 percent" appearing in the notation to the definition for "Freedom of Choice" in subclause (i) of clause 36, Superannuation and in paragraph (a) of subclause (i) of clause 36, and insert in lieu thereof the following:

"9 percent"

4. Insert at the end of clause 41, Area, Incidence and Duration, the following new paragraphs:

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 14 September 2007.

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

J. McLEAY, Commissioner

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(080)

SERIAL C6161

CANTEEN, &c., WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 619 of 2007)

Before Commissioner McLeay

3 October 2007

REVIEWED AWARD

1. Delete the first paragraph in subclause 9.1 of clause 9, Apprentices of the award published 17 March 2000 (314 I.G. 155) and insert in lieu thereof the following:
 - 9.1 The minimum weekly wage rate for apprentices shall be calculated by applying the following percentages to the total rate of a Grade 5 employee.
2. Delete paragraph 31.4.5, of subclause 31.4 of clause 31, Traineeships and insert in lieu thereof the following:

31.4.5 The provisions of the *Workplace Injury Management and Workers Compensation Act 1998* and the *Occupational Health and Safety Act 2000* shall apply to trainees.
3. Delete the first paragraph in subclause 38.3 of clause 38, Area, Incidence and Duration and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 3 October 2007.

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

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

RESTAURANTS, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 625 of 2007)

Before Commissioner McLeay

3 October 2007

REVIEWED AWARD

1. Delete the words "for consumption" in subclause 2.6 of clause 2, Definitions of the award published 19 January 2001 (321 I.G. 759) and insert in lieu thereof the following:

"for consumption"

2. Include a full stop after the word "foodstuffs" in paragraph 3.1.2 of clause 3, Classification Structure.
3. Delete paragraph 3.1.2 of clause 3, and insert in lieu thereof the following:

3.1.2 GRADE 2 is an employee who is primarily engaged in one or more of the following:

"Heating pre prepared meals and/or preparing simple food items, such as sandwiches, salads and toasted foodstuffs.

Undertaking general waiting duties of both food and/or beverages, including cleaning of restaurant equipment, preparing tables and sideboards, clearing tables, taking customer orders at a table.

Taking orders by telephone or whilst stationed at a fixed ordered point, serving food and/or beverages to tables.

Service from a snack bar, buffet or meal counter.

Receipt of monies, giving change, operation of cash registers, and use of electronic swipe input devices.

Greeting and seating guests under general supervision.

Supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar.

Receiving, storing and distributing goods not involving the extensive use of documents and records.

Attending a cloakroom.

Laundry and specialised cleaning duties involving the use of specialised cleaning equipment and/or chemicals.

Allocated building, maintenance and/or gardening duties."

4. Delete subclause 4.2 of clause 4, Terms of Employment and insert in lieu thereof the following:
 - 4.2 Upon engagement an employee shall be informed of:

5. Delete paragraph 4.2.7 of clause 4, and insert in lieu thereof the following:
4.2.7 Whether the employee start work on probation (not applicable to apprentices or trainees).
6. Delete the word "if" in paragraph 5.10.1 of clause 5, Hours and insert in lieu thereof the following:
"If"
7. Delete the word "work" in subclause 8.4 of clause 8, Casual Employees, and insert in lieu thereof the following:
"works"
8. Delete subclause 11.1 of clause 11, Overtime, and Penalty Rates, and insert in lieu thereof the following:
11.1 If the employer requires an employee to work:
11.1.1 overtime being for full time employees more than 38 hours per week or the employer may average these hours over up to a 4 week period (except if the employee is a seasonal employee),
11.1.2 overtime being for part time employees more than 128 hours in a 4 week period (except if the employee is a seasonal employee),
11.1.3 overtime being more than the ordinary daily working hours set out in subclause 5.4,
11.1.4 on a Saturday (except if the employee works a regular night shift referred to in clause 11.2),
11.1.5 on a Sunday, or
11.1.6 on a public holiday
the employer will pay the employee extra wages (called a penalty) being:
in the case of 11.1.1 and 11.1.2 time and one half of the ordinary rate of pay for the first 2 hours worked and after that double time,
in the case of 11.1.3 double the ordinary rate of pay for an overtime worked,
in the case of Saturday work time and a quarter of the ordinary rate of pay for all time worked,
in the case of Sunday work time and a half of the ordinary rate of pay for all time worked, and
in the case of public holidays work two and a half times the ordinary rate of pay for all time worked."
9. Delete the reference "6.00am." in subclause 11.2 of clause 11, and insert in lieu thereof the following:
"6.00am,"
10. Include a colon after the word "employee" in subclause 14.1 of clause 14, Apprentices.
11. Delete clause 25, Blood Donors and insert in lieu thereof the following:

25. Blood Donors

If an employee wishes to donate blood, the employee may do so during working hours without loss of pay provided that:

- 25.1 The time and day selected meet with the employer's convenience and does not unduly disrupt the employers operations.
 - 25.2 The employee is able to donate blood at a place within 5 walking minutes of the restaurant.
 - 25.3 The employee must provide the employer with proof that the employee donated blood.
 - 25.4 This entitlement is limited to a maximum of 2 hours on no more than 3 occasions in any one year of employment.
12. Delete subclause 33.4 of clause 33, Area, Incidence and Duration and insert in lieu thereof the following:
- 33.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 3 October 2007.

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

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

CLERICAL AND ADMINISTRATIVE EMPLOYEES IN TEMPORARY EMPLOYMENT SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 703 of 2007)

Before Commissioner Macdonald

18 September 2007

REVIEWED AWARD

1. Delete the reference to "(b)(i)" appearing in paragraph (iii) of subclause (c) of clause 5, Terms of Engagement of the award published 8 June 2001 (325 I.G. 209) and insert in lieu thereof the following:

(c)(i)
2. Delete the reference to "(b)(ii)" appearing in paragraph (iii) of subclause (c) of the said clause 5 and insert in lieu thereof the following:

(c)(ii)
3. Delete the reference to "(b)(iii)" wherever appearing in paragraph (vi) of subclause (c) of the said clause 5 and insert in lieu thereof the following:

(c)(iii)
4. Delete the words "Clerks (State) Industrial Committee" appearing in the in subclause (b) of clause 6, Hours and insert in lieu thereof the words "Clerical and Administrative Employees (State) Industrial Committee".
5. Delete the words "Part 3" appearing in subclause (ii) of clause 11, Payment of Wages and insert in lieu thereof the words "Part 4".
6. Delete the words "the provisions" appearing in clause 31, Award Display and insert in lieu thereof the words "section 361".
7. Delete the words "16 February 2004" appearing in subclause (iv) of clause 38, Area, Incidence and Duration and insert in lieu thereof the words "18 September 2007".
8. Delete subclause (iv) of clause 38, Area, Incidence and Duration and insert thereof the following:

(iv) 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 18 September 2007.

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

A. MACDONALD, Commissioner

PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1377 of 2007)

Before Commissioner Connor

17 October 2007

VARIATION

1. Delete paragraph (a), Adults, of subclause (i) Full-time Employees, of clause 2, Wages, of Part 2, Appendix 1 - Specified Wholesalers, of the award published 14 September 2001 (327 I.G. 819), and insert in lieu thereof the following:

2. Wages

- (a) Adults - Any employee 21 years of age or over shall be paid not less than the minimum award wage rates of pay set out opposite the classification which the employee is allocated by the employer.

| Classification | Former Award Wage Rate (Per Week) \$ 18 October 2006 | Minimum Award Wage Rate (Per Week) \$ 18 October 2007 |
|--|---|--|
| Foreperson/Supervisor | 606.90 | 626.90 |
| Pastry Cook/Tradesperson - Employed Ornamenting | 577.70 | 597.70 |
| Pastry Cook/Tradesperson | 575.40 | 595.40 |
| Pastry Cook/Other | 548.40 | 568.40 |
| Head Packer | 588.10 | 608.10 |
| Stacker (Licensed) | 555.70 | 575.70 |
| Motor Van Driver | 551.10 | 571.10 |
| Checker/Loader | 536.20 | 556.20 |
| Packer Group 1 | 533.70 | 553.70 |
| Packer Group 2 | 525.40 | 545.40 |
| Assistant Group 1 | 535.80 | 555.80 |
| Assistant Group 2 | 529.80 | 549.80 |
| Assistant Group 3 | 525.00 | 545.00 |

2. Delete paragraph (c), Apprentices of the said subclause (i), and insert in lieu thereof the following.

- (c) Apprentices - The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentice's indenture.

| Classification | Minimum Award Wage Rate (Per Week) \$ 18 October 2006 | Minimum Award Wage Rate (Per Week) \$ 18 October 2007 |
|----------------|--|--|
| 1st Year | 292.65 | 304.35 |
| 2nd Year | 333.00 | 346.30 |
| 3rd Year | 382.35 | 397.65 |
| 4th Year | 464.80 | 483.40 |

3. Delete subclause (b) of clause 3, Arbitrated Safety Net Adjustments, of the said Part 2, and insert in lieu thereof the following:
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case May 2007. 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."

4. Delete subclauses (h), (i), (j), (k), (l), (m) and (o) of clause 6, Allowances, of the said Part 2, and insert in lieu thereof the following:

- (h) Leading Hands - An employee appointed by the employer as a leading hand shall receive the following weekly allowance in addition to the appropriate rate of pay for the employee's classification:

| In Charge of | Per Week \$ |
|----------------------|----------------|
| 10 employees or less | 19.35 |
| 11 to 20 employees | 35.50 |
| 20 employees or more | 41.65 |

- (i) Freezer/Cool Room - An employee who during the course of employment is mainly required to work in freezers, shall be paid:
- (1) between 0 degrees Celsius and 8 degrees Celsius (inclusive) - \$3.30 per day extra;
- (2) between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) - \$5.45 per day extra;
- (3) below minus 18 degrees Celsius - \$9.10 per day extra.
- (j) First-aid - An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid \$12.22 per week extra.
- (k) Meal - An employee required to work overtime for more than 2 hours after finishing time on any day shall be paid \$10.70 for meal money, unless 24 hours' notice has been given.
- (l) Laundry - Uniforms where required by the employer shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive \$8.20 per week extra.
- (m) Collecting Monies - An employee employed as a motor van driver when collecting cash for the employer shall be paid \$7.32 per week extra. In addition, the employer shall provide a suitable cash bag.
- (o) Apprentices - An apprentice who obtains and hands to the employer a certificate or statement of having passed the yearly technical college examination shall be paid \$5.65 per week for the ensuing 12 months. Every apprentice who successfully completes the 2 1/2 year trade course shall be paid \$15.95 per week.
5. This variation shall take effect from the first pay period commencing on or after 18 October 2007.

P. J. CONNOR, Commissioner

(608)

SERIAL C6158

TRANSPORT INDUSTRY - WHOLESALE BUTCHERS (STATE) AWARD 2000

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1468 of 2007)

Before Commissioner Macdonald

15 October 2007

VARIATION

1. Delete subclause 10.3 of clause 10, Wages, of the award published 11 May 2001 (324 I.G. 722) and insert in lieu thereof the following:
 - 10.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. 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.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

| DIVISION A - General Rates | | | |
|---|--------------------------|----------------|-------------------|
| Grade One - Motor Vehicle Driver, Yardman and Articulated Driver - | | | |
| Classification | Former Weekly Wage \$ | SWC 2007 \$ | Weekly Wage \$ |
| (A) Motor Vehicle Driver - carrying capacity up to and not exceeding 5.5 tonnes | 585.50 | 20.00 | 605.50 |
| Additional Amount | | | |
| For each additional tonne of part thereof | 4.66 | 4% | 4.84 |
| (B) Yardman: (i.e. employee washing vehicles) Weekly Hand | 580.50 | 20.00 | 600.50 |

(NOTE: The margin prescribed herein for a yardman has been fixed on the basis that his/her ordinary hours of work finish after 5.00 p.m. and at or before midnight on the days Monday to Friday, inclusive).

- (C) Articulated Vehicle Driver:

Drivers of articulated vehicles shall receive either:

- (1) the rate of pay as calculated under 10.1 of clause 10, Wages; or
- (2) the rate of pay as calculated under clause 1, Wages, of the Transport Industry (State) Award, whichever is the higher.

Grade Two: Casual Hands and Youth Labour -

(A) Casual Hands:

- (a) Casual employees shall be paid one-fifth of the above weekly rate on a daily basis plus 15 per cent.
- (b) Irrespective of hours worked, a casual employee shall be paid for a minimum of eight hours' work for each start.

(B) Youth Labour:

Any youth employed on work under this award shall be paid the appropriate male rate prescribed in this award for the class of work he/she is performing.

| TABLE 2 - ALLOWANCES | | | | |
|--|------------|--|------------------|--------------------------|
| DIVISION B - Extra Payments | | | | |
| Item No. | Clause No. | Description | Former Amount \$ | New Amount (+4% SWC2007) |
| 1 | 7.1.4 | Washing Vehicle Allowance (each week washing occurs) | 8.45 | 8.79 |
| 2 | 7.10.1 | Unload/assist in loading of railway trucks (per day for each day) | 1.11 | 1.15 |
| | | Unload/assist in loading of railway trucks (in any week not less than) | 3.71 | 3.86 |
| 2A | 7.11 | Any Driver Responsible for operating a chiller and/or blower | 0.95 | 0.99 |
| DIVISION C - Other Work Related Allowances | | | | |
| 3 | 12 | Collecting Monies - exceeds \$30 but not over \$150 | 4.83 | 5.02 |
| 4 | 12 | Collecting Monies - exceeds \$150 | 7.49 | 7.79 |
| DIVISION D - Reimbursement - Type Allowances | | | | |
| 6 | 15.5 | Meals* | 10.80 | 11.09 |
| 7 | 30.1 | Laundered Clothing* | 0.84 | 0.85 |
| 8 | 30.5 | Boots* | 0.47 | 0.48 |
| 9 | 31.1 | First Aid | 2.03 | 2.11 |

* Indicates item increase as per CPI to June 2007.

3. This variation shall operate from the first pay period commencing on or after 29 November 2007.

A. MACDONALD, Commissioner

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(807)

SERIAL C6194

TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1471 of 2007)

Before Commissioner Macdonald

3 October 2007

VARIATION

1. Delete clause 3, Arbitrated Safety Net Adjustments, of the award published 24 August 2001 (327 I.G. 39), and insert in lieu thereof the following:

3. Arbitrated Safety Net Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- 3.1 any equivalent over award payments, and/or
 - 3.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

| Classification | Former Wage Rate \$ | State Wage Case 2007 \$ | New Wage Rate Per Week \$ |
|--|------------------------|----------------------------|---------------------------------|
| Transport Worker Grade 1 | 586.00 | 20.00 | 606.00 |
| Transport Worker Grade 2 Basic Standard | | | |
| Vehicle Class 1 | 589.00 | 20.00 | 609.00 |
| Vehicle Class 2 | 593.10 | 20.00 | 613.10 |
| Vehicle Class 3 | 601.80 | 20.00 | 621.80 |
| Vehicle Class 4 | 623.80 | 20.00 | 643.80 |
| Vehicle Class 5 | 628.90 | 20.00 | 648.90 |
| Certified Standard | | | |
| Vehicle Class 1 | 598.70 | 20.00 | 618.70 |
| Vehicle Class 2 | 602.80 | 20.00 | 622.80 |
| Vehicle Class 3 | 609.50 | 20.00 | 629.50 |
| Vehicle Class 4 | 631.50 | 20.00 | 651.50 |
| Vehicle Class 5 | 636.60 | 20.00 | 656.60 |
| Advanced Standard | | | |
| Vehicle Class 4 | 639.20 | 20.00 | 659.20 |
| Vehicle Class 5 | 642.30 | 20.00 | 662.30 |
| Transport Worker Grade 3 | 706.90 | 20.00 | 726.90 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description | Former amount \$ | New Amount (+4%, SWC 07) \$ |
|----------|------------|--|---------------------|-----------------------------------|
| 1 | 7.2 | For every 2 tonnes or part thereof added to the aggregate mass | 11.18 | 11.63 |
| 2 | 11.2 | Quick shift change allowance | 10.35 | 10.76 |
| 3 | 19.4 (c) | Travelling/Living allowance without itemised expense list (per day)* | 38.95 | 39.40 |
| 4 | 19.5 | Weekend and/or Public Holiday away from home (per day)* | 36.15 | 36.60 |
| 5 | 19.9 | Allowance to compensate for lack of public transport (per day)* | 2.60 | 2.60 |
| 6 | 18.2 | Meal allowance (notification not given)* | 10.80 | 11.10 |
| 7 | 18.2 | Meal allowance notification (given and then cancelled)* | 10.80 | 11.10 |
| 8 | 36.1 | First aid allowance (per day) | 1.99 | 2.07 |

* indicates items adjusted as per CPI to September quarter 2006 to June 2007.

3. This variation shall operate from the first pay period commencing on or after 29 November 2007.

A. MACDONALD, Commissioner

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(387)

SERIAL C6196

ICE CREAM CARTERS AND VAN SALESPERSONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1469 of 2007)

Before Commissioner Macdonald

3 October 2007

VARIATION

1. Delete clause 31, Arbitrated Safety Net Adjustments, of the award published 8 December 2000 (320 I.G. 1114) and insert in lieu thereof the following:

31. Arbitrated Safety Net Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- 31.1 any equivalent over award payments, and/or
 - 31.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

| Classification | Former Total Wage Rate Per Week \$ | State Wage Case 2007 \$ | New Wage Rate Per Week \$ |
|---------------------------|--|-------------------------------|---------------------------------|
| Van Salesperson on rounds | 582.70 | 20.00 | 602.70 |
| Motor Wagon Driver | 577.60 | 20.00 | 597.60 |
| Checker/Loader | 550.10 | 20.00 | 570.10 |
| Checker | 549.20 | 20.00 | 569.20 |
| General Hand | 530.30 | 20.00 | 550.30 |
| Junior Assistants | Former Rate | (SWC 4%) | New Rate |
| Under 17 years of age | 211.90 | 4% | 220.38 |
| At 17 years of age | 259.94 | 4% | 270.34 |
| At 18 years of age | 317.52 | 4% | 330.22 |
| At 19 years of age | 367.42 | 4% | 382.12 |
| At 20 years of age | 454.82 | 4% | 473.01 |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description | Former Amount \$ | New Amount (SWC 2007 - 4%) \$ |
|----------|------------|---|---------------------|--|
| 1 | 9.1.2 (1) | Semi-trailer with single axle | 30.74 | 31.97 |
| | 9.1.2 (2) | Semi-trailer with two axle | 39.10 | 40.66 |
| | 9.1.2 (3) | Semi-trailer with more than two axles | 46.10 | 47.94 |
| 2 | 9.3.1 | Junior employee- required to drive vehicle from time to time with Class 1 driving licence | 30.60 | 31.82 |
| 3* | 10.4 | Meal Allowance | 11.05 | 11.35 |
| 4 | 11.1 | Morning shift | 9.22 | 9.59 |
| | | Afternoon shift | 12.08 | 12.56 |
| | | Night shift | 15.23 | 15.84 |
| | | Permanent afternoon shift or permanent night shift | 4.05 | 4.21 |
| 5* | 29.1 | Laundry Allowance | 6.55 | 6.60 |

* indicates item adjusted as per CPI to June Quarter 2007

3. This variation shall operate from the first pay period commencing on or after 30 December 2007.

A. MACDONALD, Commissioner

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(665)

SERIAL C6199

TRANSPORT INDUSTRY - MIXED ENTERPRISES INTERIM (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1489 of 2007)

Before Commissioner Macdonald

3 October 2007

VARIATION

1. Delete subclause 49.3 of clause 49, Commitment, of the award published 23 November 2001 (329 I.G. 748) and insert in lieu thereof the following:

49.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

49.3.1 any equivalent over award payments, and/or

49.3.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

- (a) Wages (Division A - General Rates)

| Classification | Former Wage Rate per week \$ | 2007 SWC Adjustment \$ | New Wage Rate per week \$ |
|---|------------------------------------|------------------------------|---------------------------------|
| Transport Worker Grade One | 551.40 | 20.00 | 571.40 |
| Transport Worker Grade Two | 565.00 | 20.00 | 585.00 |
| Transport Worker Grade Three | 574.40 | 20.00 | 594.40 |
| Transport Worker Grade Four | 582.60 | 20.00 | 602.60 |
| Transport Worker Grade Five | 605.70 | 20.00 | 625.70 |
| Transport Worker Grade Six | 611.00 | 20.00 | 631.00 |
| Transport Worker Grade Seven | 627.40 | 20.00 | 647.40 |
| Transport Worker Grade Eight | 657.90 | 20.00 | 677.90 |
| Chauffeurs/drivers of vehicles used for the purpose of carrying persons | 555.50 | 20.00 | 575.50 |

Youths employed in the capacity of a Transport Worker Grade One:

| | Percentage of the Wage for a Transport Worker Grade One |
|--------------------|---|
| At 18 years of age | 75 |
| At 19 years of age | 85 |
| At 20 years of age | 90 |

Youths employed by members of the Tallow Manufacturers' Association:

| | Percentage of the Wage for a Transport Worker Grade One |
|--------------------|---|
| At 16 years of age | 65 |
| At 17 years of age | 70 |
| At 18 years of age | 75 |
| At 19 years of age | 85 |
| At 20 years of age | 90 |

Table 2 - Allowances

Division B - Ready-Mixed Concrete Industry

| Item | Clause | Brief Description | Former Amount \$ | New Amount (+4.0%, 2007 SWC) \$ |
|------|--------|--|---------------------|--|
| 1 | 7.2.1 | Driver Agitator Trucks (per hour) | 0.49 | 0.51 |
| 2 | 7.2.1 | Maximum payment agitator trucks (per week) | 19.14 | 19.91 |
| 3 | 7.2.4 | Delivery/placement of concrete rate (per hour) | 1.58 | 1.64 |

Table 3 - Allowances

Division C - Extra Payments

| Item | Clause | Brief Description | Former Amount \$ | New Amount (+4.0%, 2007 SWC) \$ |
|------|-----------|--|---------------------|---------------------------------------|
| 1 | 7.3.1 | Leading hands (per week) | 30.06 | 31.26 |
| 2 | 7.3.2 | Collecting butchers bones, fat, etc. (per week) | 6.22 | 6.47 |
| 3 | 7.3.3 | Extra horses (per horse, per week) | 15.64 | 16.27 |
| 4 | 7.3.4 | RTA employees attending compressors (per day or part thereof) | 4.41 | 4.59 |
| 5 | 7.3.5 | Working in forests (per week) | 19.60 | 20.38 |
| 6 | 7.3.6.1.1 | Long/wide loads (per hr or part thereof) | 1.56 | 1.62 |
| 7 | 7.3.6.1.1 | Long/wide loads - minimum payment (per day) | 6.22 | 6.47 |
| 8 | 7.3.6.1.2 | Long/wide loads (per hr or part thereof) | 2.91 | 3.03 |
| 9 | 7.3.6.1.2 | Long/wide loads minimum payment (per day) | 11.70 | 12.17 |
| 10 | 7.3.6.2 | Rear-end steering (per hr or part thereof) | 4.32 | 4.49 |
| 11 | 7.3.6.2 | Rear-end steering minimum payment (per day) | 17.06 | 17.74 |
| 12 | 7.3.7 | HIAB cranes, etc. (per week) | 26.59 | 27.65 |
| 13 | 7.3.8 | Removal and delivery of furniture etc. (per day or part thereof) | 4.99 | 5.19 |
| 14 | 7.3.9 | Handling of diapers - weekly employees (per week) | 2.08 | 2.16 |
| 15 | 7.3.9 | Handling of diapers casual employees (per day) | 0.42 | 0.44 |

Table 4 - Other Work-Related Allowances

| Item No. | Clause No. | Brief Description | Former Amount \$ | New Amount (+4.0%, 2007 SWC) |
|----------|------------|--|---------------------|------------------------------------|
| 1 | 19 | Collecting moneys - \$30 - \$150 (per week) | 4.72 | 4.91 |
| 2 | 19 | Collecting moneys - \$150- \$250 (per week) | 6.66 | 6.93 |
| 3 | 19 | Collecting moneys - \$250 - \$400 (per week) | 9.54 | 9.92 |
| 4 | 19 | Collecting moneys - \$400- \$600 (per week) | 13.98 | 14.54 |

| | | | | |
|----|--------|--|-------|-------|
| 5 | 19 | Collecting moneys - over \$600 (per week) | 18.55 | 19.29 |
| 6 | 20 | Carrying money - on the level (per tonne) | 0.93 | 0.97 |
| 7 | 20 | Carrying money - upstairs (per tonne) | 1.37 | 1.42 |
| 8 | 21 | Carrying salt (per hour or part thereof) | 0.93 | 0.97 |
| 9 | 22.1.1 | Obnoxious materials - soda ash, etc. (per hour or part thereof) | 0.82 | 0.85 |
| 10 | 22.1.2 | Obnoxious materials - oxides (per hour or part thereof) | 0.68 | 0.71 |
| 11 | 22.2 | Obnoxious materials - loading and unloading (per hour or part thereof) | 0.82 | 0.85 |
| 12 | 22.3 | Obnoxious materials - transportation (per hour or part thereof) | 0.45 | 0.47 |
| 13 | 22.7 | Obnoxious materials - blast furnaces, etc. (per hour or part thereof) | 0.70 | 0.73 |
| 14 | 42.1 | First aid (per day) | 2.03 | 2.11 |

Table 5 - Reimbursement - Type Allowances

| Item | Clause | Brief Description | Former Amount \$ | New Amount (+3.9% SWC 2007) \$ |
|------|--------|------------------------------------|---------------------|--------------------------------------|
| 1 | 23.4.3 | Overnight expenses (per day) | 38.95 | 39.40 |
| 2 | 23.5 | Weekend/holiday expenses (per day) | 36.15 | 36.60 |
| 3 | 23.7 | Camping out - weekly (per week) | 84.00 | 85.00 |
| 4 | 23.7 | Camping out - daily (per day) | 12.20 | 12.35 |
| 5 | 24 | Garaging (per week) | 19.80 | 19.80 |
| 6 | 18.2.1 | Meals | 10.80 | 11.10 |

* items have been increased as per CPI to Sept 06 to June 2007

Table 6 - Long Distance Rate

Long Distance Kilometre Rate

| Old Rate - cents/km | New Rate - cents/km |
|---------------------|---------------------|
| 28.27 | 29.17 |

3. This variation shall operate from the first pay period commencing on or after 29 November 2007.

A. MACDONALD, Commissioner

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MILK TREATMENT, &c., AND DISTRIBUTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1470 of 2007)

Before Commissioner Macdonald

3 October 2007

VARIATION

1. Delete subclause (i) of clause 2, State Wage Case Adjustments, of the award published 30 November 2001 (329 I.G. 1084) and insert in lieu thereof the following:
 - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

| Classification | Former Rate per week \$ | SWC 2007 \$ | Total Rate per Week \$ |
|--|-------------------------------|-------------------|------------------------------|
| Division A: Production Section | | | |
| Production Assistant | 542.90 | 20.00 | 562.90 |
| Plant Operator Grade 1 | 552.40 | 20.00 | 572.40 |
| Plant Operator Grade 2 | 565.50 | 20.00 | 585.50 |
| Plant operator Grade 3 | 584.70 | 20.00 | 604.70 |
| Division B: Transport Section | | | |
| Milk Carter on rounds | 581.20 | 20.00 | 601.20 |
| Relief milk carter | 583.70 | 20.00 | 603.70 |
| Relief motor wagon driver | 590.90 | 20.00 | 610.90 |
| Fork lift driver | 581.10 | 20.00 | 601.10 |
| Tanker driver- 15,911 litres capacity or more | 611.40 | 20.00 | 631.40 |
| Tanker driver grader: | | | |
| Under 15,911 litres capacity | 599.40 | 20.00 | 619.40 |
| From 15,911 litres capacity | 614.30 | 20.00 | 634.30 |
| Drivers of motor wagons having a manufacturer's gross vehicle mass in tonnes: | | | |
| Up to 13,948 | 590.60 | 20.00 | 610.60 |
| Over 13,948 and up to 15,468 | 592.40 | 20.00 | 612.40 |
| Over 15,468 and up to 16,919 | 593.50 | 20.00 | 613.50 |
| Over 16,919 and up to 18,371 | 596.50 | 20.00 | 616.50 |
| Over 18,371 and up to 19,731 | 598.00 | 20.00 | 618.00 |
| Over 19,731 and up to 21,092 | 598.90 | 20.00 | 618.90 |
| Over 21,092 and up to 22,453 | 600.90 | 20.00 | 620.90 |

| | | | |
|---|--------|-------|--------|
| The minimum rate of wages for milk carters' assistants and boys on carts: | | | |
| Under 18 years of age | 310.95 | 12.45 | 323.40 |
| At 18 and under 19 years | 381.60 | 15.25 | 396.85 |
| At 19 and under 20 years | 422.75 | 16.90 | 439.65 |
| At 20 and under 21 years | 445.05 | 17.80 | 462.85 |
| The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee: | | | |
| Under 18 years of age | 322.75 | 12.90 | 335.65 |
| At 18 and under 19 years | 371.75 | 14.85 | 386.60 |
| At 19 and under 20 years | 426.70 | 17.05 | 443.75 |
| At 20 and under 21 years | 477.80 | 19.10 | 496.90 |

Table 2 - Other Rates And Allowances

| Item No. | Clause No. | Brief Description | Former Amount Per week \$ | New Amount Per week (+4% SWC 2007) \$ |
|----------|------------|---|------------------------------|---|
| 1 | 6(i) | For drivers where the semi-trailer has: | | |
| | | A single axle | 33.65 | 35.00 |
| | | Two axles | 41.35 | 43.00 |
| | | More than two axles | 48.25 | 50.20 |
| 2 | 6(iv) | Leading Hands: | | |
| | | In charge of more than 2 but not more than 10 employees | 20.65 | 21.50 |
| | | In charge of more than 10 employees | 26.30 | 27.35 |
| 3 | 6(v) | Charge Hands (per day) | 5.65 | 5.90 |
| 4 | 6(vii) | First aid allowance (Per Week) | 13.05 | 13.55 |
| 5 | 6(viii) | Forklift drivers engaged in the loading and/or unloading of trailers (per week) | 7.05 | 7.35 |
| 6 | 6(ix) | Any employee in a Production Section classification required to move Vendors' vehicles (per day) | 2.90 | 3.00 |
| 7 | 6(x) | Any employee in a Production Section who possesses a TAFE Advanced Certificate or Associate Diploma | 17.40 | 18.10 |
| 8 | 6(xi) | Employees of Dairy Farmers Cooperative Ltd working in Cargon Vendor Distribution Depots in cold temperatures between 1 degree Celsius and 7 degrees Celsius (per hour) | 0.48 | 0.50 |
| 9 | 6(xii) | Employees of Dairy Farmers Co-Operative Ltd working their entire shift within a fully enclosed refrigerated warehouse or depot where temperatures are below 5 degrees C | 0.48 | 0.50 |
| 10 | 8(i) | Shift Allowance: | | |
| | | (a) | 9.20 | 9.55 |
| | | (b) | 12.10 | 12.60 |
| | | (c) | 15.35 | 15.95 |
| | | (d) | 3.30 | 3.45 |
| 11 | 11(ii)(b) | Overtime- meal allowance* | 10.80 | 11.10 |
| 12 | 18(iii) | Laundry Allowance* | 5.40 | 5.45 |

* indicates item adjusted as per CPI June Quarter 2007.

3. This variation shall take effect from the first full pay period to commence on or after 29 November 2007.

A. MACDONALD, Commissioner

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(012)

SERIAL C6198**ANIMAL WELFARE, INSTITUTIONAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(Nos. IRC 628 and 1907 of 2007)

Before Commissioner McLeay

15 October 2007

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 23 February 2001 (322 I.G. 558), the following new clause number and subject matter:

34. Union Dues

2. Insert after clause 33, Area, Incidence and Duration, the following new clause 34, Union Dues.

34. Union Dues

- (i) The employer shall 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 subclause (ii) herein;
 - ii. The Union shall advise the employer of the amount to be deducted for each pay period at the employer's workplace and any changes to that amount;
 - iii. deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - iv. there shall be no requirement to make deductions for casual employees with less than two months service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - i. where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted; and
 - ii. where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months notice of any such change.
 - (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
3. The above variations shall take effect:
- (i) In the case of employers which currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 15 October 2007;
 - (ii.) In the case of employers who do not fall with sub-paragraph (i) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 15 January 2008;
 - (iii) For all other employers, from the beginning of the first pay period to commence on or after 15 April 2008.

J. McLEAY, Commissioner

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(011)

SERIAL C6200**ANIMAL WELFARE, GENERAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(Nos. IRC 627 and 1908 of 2007)

Before Commissioner McLeay

15 October 2007

VARIATION

1. Insert in numerical order in clause 1, Arrangement of the award published 23 February 2001 (322 I.G. 531), the following new clause number and subject matter:

32. Union Dues

2. Insert after clause 31, Area, Incidence and Duration, the following new clause 32, Union Dues:

32. Union Dues

- (i) The employer shall 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 subclause (ii) herein;
 - ii. The Union shall advise the employer of the amount to be deducted for each pay period at the employer's workplace and any changes to that amount;
 - iii. deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - iv. there shall be no requirement to make deductions for casual employees with less than two months service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- i. where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted; and
 - ii. where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months notice of any such change.
 - (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
3. The above variations shall take effect:
- (i) In the case of employers which currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 15 October 2007;
 - (ii) In the case of employers who do not fall with sub-paragraph (i) above, but who currently make deductions, other than Union membership fee deductions or mandatory deductions (such as taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 15 January 2008;
 - (iii) For all other employers, from the beginning of the first pay period to commence on or after 15 April 2008.

J. McLEAY, Commissioner

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SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4380 published 17 March 2006

(358 I.G. 218)

(Nos. IRC 5543 and 5544 of 2005)

CORRECTION

1. Delete subparagraph (a) of paragraph (ii) of subclause (A) of clause 17, Holidays, and substitute the following:
 - (ii)
 - (a) The days observed as New Year's Day, Australia Day , Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, the first Tuesday in November, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State shall be holidays; provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

G. M. GRIMSON *Industrial Registrar.*

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RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4381 published 14 April 2006

(358 I.G. 967)

(Nos. IRC 03/319 and 06/443)

CORRECTION

1. Delete Instruction 1, and substitute the following:
1. Delete items 3, 4, 7, 17, 18 and 19, of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, appearing in the Appendix of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

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RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4514 published 6 October 2006

(361 I.G. 310)

(No. IRC 1034 of 2006)

CORRECTION

1. Delete Instruction 1, and substitute the following:
1. Delete clause 17, Holidays, of Part A of the Appendix of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

17. Holidays

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RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5413 published 20 April 2007

(362 I.G. 646)

(Nos. IRC 181 and 182 of 2007)

CORRECTION

1. Delete Instruction 1, and substitute the following:
1. Delete items 3, 4, 7, 17, 18 and 19, of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, appearing in the Appendix of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

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(378)

SERIAL C6258**HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5081 published 3 November 2006

(361 I.G. 747)

(No. IRC 3024 of 2006)

CORRECTION

1. Delete instruction 2 and substitute the following:
2. Delete Part B, Monetary Rates, insert in lieu thereof and the following:

PART B**MONETARY RATES****Table 1 - Wage Rates****Section 1 - Adult Employees**

| Farm Employee | Wage Rate per week | Ord. Time Base Hourly Rate | Casual Ord. Time Incl. 1/12 loading | Casual Ordinary Time Saturday | Casual Ordinary Time Sunday |
|---------------|--------------------|----------------------------|-------------------------------------|-------------------------------|-----------------------------|
| Level 6 | 604.40 | 15.91 | 19.82 | 24.78 | 29.73 |
| Level 5 | 598.20 | 15.74 | 19.61 | 24.51 | 29.42 |
| Level 4 | 575.00 | 15.13 | 18.85 | 23.56 | 28.28 |
| Level 3 | 567.00 | 14.92 | 18.59 | 23.24 | 27.89 |
| Level 2 | 546.20 | 14.37 | 17.90 | 22.38 | 26.85 |
| Level 1 | 525.30 | 13.82 | 17.22 | 21.53 | 25.83 |

Section 2 - Leading Hands

| | SWC 2005 Amount \$ | SWC 2006 Amount \$ |
|--|--------------------|--------------------|
| More than 2 and not more than 10 employees | 25.15 per week | 26.15 per week |
| 10 or more employees | 37.70 per week | 39.20 per week |

Section 3 - Junior Employees

| Age | Percentage of Adult Rate |
|-----------------------|--------------------------|
| Under 16 years of age | 50 |
| At 16 years of age | 60 |
| At 17 years of age | 70 |
| At 18 years of age | 80 |
| At 19 years of age | 90 |
| At 20 years of age | Adult Rate |

Table 2 - Allowances

| Item No | Clause No | Brief Description | SWC 2005 Amount \$ | SWC 2006 Amount \$ |
|---------|-----------|-------------------------------------|--------------------------|--------------------------|
| 1 | 2(3)(b) | Meal Allowance (per meal) | 10.05 | 10.40 |
| 2 | 22(b) | Sleeping away from home (per night) | 48.85 | 49.90 |
| 3 | 23(b) | Wet Money (per day) | 3.70 | 3.85 |
| 4 | 25 | First-Aid Allowance (per day) | 2.25 | 2.35 |

Note: These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

G. M. GRIMSON *Industrial Registrar.*

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HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4074 published 18 November 2005

(354 I.G. 953)

(No. IRC 3587 of 2005)

CORRECTION

1. Insert after Section 2 - Leading Hands of Part B, Monetary Rates insert the following new Section:

Section 3 - Junior Employees

| Age | Percentage of Adult Rate |
|-----------------------|--------------------------|
| Under 16 years of age | 50 |
| At 16 years of age | 60 |
| At 17 years of age | 70 |
| At 18 years of age | 80 |
| At 19 years of age | 90 |
| At 20 years of age | Adult Rate |

G. M. GRIMSON *Industrial Registrar.*

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HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C3091 published 4 February 2005

(348 I.G. 365)

(No. IRC 3856 of 2004)

CORRECTION

1. Insert after Section 2 - Leading Hands of Part B, Monetary Rates insert the following new Section:

Section 3 - Junior Employees

| Age | Percentage of Adult Rate |
|-----------------------|--------------------------|
| Under 16 years of age | 50 |
| At 16 years of age | 60 |
| At 17 years of age | 70 |
| At 18 years of age | 80 |
| At 19 years of age | 90 |
| At 20 years of age | Adult Rate |

G. M. GRIMSON *Industrial Registrar.*

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HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5253 published 14 May 2004

(344 I.G. 412)

(No. IRC 5728 of 2003)

CORRECTION

1. Insert after Section 2 - Leading Hands of Part B, Monetary Rates insert the following new Section:

Section 3 - Junior Employees

| Age | Percentage of Adult Rate |
|-----------------------|--------------------------|
| Under 16 years of age | 50 |
| At 16 years of age | 60 |
| At 17 years of age | 70 |
| At 18 years of age | 80 |
| At 19 years of age | 90 |
| At 20 years of age | Adult Rate |

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C5897

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA07/20 - Sydney University Postgraduate Representative Association (SUPRA) Enterprise Agreement 2007

Made Between: Supra (Sydney University Postgraduate Representative Association) -&- the NTEU New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 9 October 2007.

Description of Employees: This agreement applies to all Professional, Administrative, Clerical, Computing and Technical staff employed by the Sydney University Postgraduate Representative Association (SUPRA), but does not apply to paid executive office bearers of the SUPRA Council, located at Building G10, The University of Sydney, Raglan Street, Darlinghurst NSW 2006, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 36 Months.

EA07/21 - Teachers employed by Mount St Joseph Milperra Enterprise Agreement 2007

Made Between: Mount St Joseph Milperra Ltd -&- the New South Wales Independent Education Union.

New/Variation: Replaces EA01/123.

Approval and Commencement Date: Approved 14 November 2007 and commenced 22 October 2007.

Description of Employees: The agreement applies to all teachers and teacher/librarians employed by the Mount St Joseph Milperra Ltd., located at 273 Horsley Road, Milperra NSW 2214, who fall within the coverage of the Teachers (Catholic Independent Schools) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

Nominal Term: 36 Months.

EA07/22 - Community Child Care Co-operative Ltd (NSW) Enterprise Agreement 2007

Made Between: Community Child Care Co-Operative Ltd (NSW) -&- Rose Amazan, Mary-Elizabeth Andrews, Lisa Bryant, Margaret Anne Butler, Rebecca Marie Clifford, Ann Cochrane, Nickole Cocksedge, Marie Francis Deverill, Maria Teresa Fazio, Kellie Rebecca Grose, Julie Frances Ham, Catherine Hamill, Brenda Haynes, Patricia Joan Hobson, Violet Nooroa Hosking, Kerrie Jensen, Eceline Vanua Nalagilagi, Helen Nolan, Indra Alagar Raja, Erin Lindsay Smith, Amanda Josie Sullivan, Dianne Swan, Marilyn Anne Thorpe, Debbie Unwin, Faye Marie Vyoral, Elizabeth Patricia Warren, Lauren Zeigler.

New/Variation: New.

Approval and Commencement Date: Approved 20 September 2007 and commenced 1 July 2007.

Description of Employees: The agreement applies to all employees except the managers and the CEO employed by the Community Child Care Co-operative Ltd (NSW), Building 21, 142 Addison Road, Marrickville NSW 2204, who fall within the coverage of the Social and Community Services Employees (State) Award.

Nominal Term: 36 Months.

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CONTRACT AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA07/2 - Tollfast-Courier Contract Agreement 2006

Made Between: Toll Transport Pty Ltd t/as Tollfast -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 25 October 2007 and commenced 1 August 2006.

Description of Employees: The agreement applies to all contract carriers employed by Toll Transport Pty Ltd trading as Tollfast, who fall within the coverage of the Transport Industry - Courier and Taxi Truck Contract Determination.

Nominal Term: 36 Months.

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