



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
10-14 Smith Street, Parramatta, N.S.W.

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23 May 2025

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# AMBULANCE SERVICE OF NEW SOUTH WALES ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD 2023

## AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

### Schedule of Variations Incorporated

| Variation Serial No. | Date of Publication | Effective Date | Industrial Gazette Reference |          |
|----------------------|---------------------|----------------|------------------------------|----------|
|                      |                     |                | Volume                       | Page No. |
| C9939                | 28 March 2025       | 1 July 2024    | 397                          | 1218     |

## AWARD

### 1. Arrangement

This Award is arranged in the following manner:

### PART A

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#### MONETARY RATES

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### 2. Objectives of the Award

- a. The Parties agree to work co-operatively and positively to facilitate implementation of the programs and initiatives set out below:
  - (i) service delivery reform and change and associated workforce reform, within the Ambulance Service of New South Wales;
  - (ii) better management of overtime and sick leave; and
  - (iii) to achieve a targeted reduction in the number and average cost of workers compensation claims and in sick leave and work cooperatively to improve return to work programs and the rate of successful return of injured employees to work.
- b. The Parties are committed to the satisfactory and timely resolution of any differences or disagreements and agree that all disputes arising between the parties will be dealt with in accordance with clause 31, Issues Resolution, of this Award. The Parties acknowledge their wider social obligations and will consider their actions in this context.

### 3. Definitions

‘Accustomed Place of Work’ means the location where an employee is regularly required to commence duty by the Service.

‘Administrative and Clerical Employee’ means an employee of the Service who is employed pursuant to this Award.

‘Casual Employee’ means a person appointed in accordance with subclause 18(c) of this Award.

‘Employee’ means an Administrative & Clerical employee of the Service who is employed pursuant to this Award.

‘Employer’ means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

‘Day Worker’ means an employee who works ordinary hours from Monday to Friday inclusive and who commences work on such days between 6.00 a.m. and at or before 10.00 a.m. inclusive.

‘Ministry’ means the NSW Ministry of Health.

‘Permanent Part-Time Employee’ means a person appointed in accordance with clause 18(a) of this Award.

‘Shift Worker’ means an employee who is not a day worker as defined.

‘Temporary Employee’ means a person appointed in accordance with clause 18(b) of this Award.

‘Union’ means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

‘The Service’ means the Ambulance Service of New South Wales.

#### **4. Employees’ Duties**

- a. The Service may direct an employee to carry out such duties as are reasonable and within the limits of the employees’ skills, competence and training consistent with the employees’ classification provided that such duties are not designed to promote de-skilling.
- b. The Service may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- c. Any direction issued by the Service pursuant to subclauses (a) or (b) of this clause shall be consistent with the Service’s responsibilities to provide a safe and healthy working environment.
- d. The application of subclause (a) of this clause shall be undertaken in a fair, reasonable and sensible manner.

#### **5. Work Arrangements**

- a.
  - i It is the view of the Service that a position description and a performance appraisal system should be developed for each of the classifications set out in clause 40, Classification Structure, of this Award.
  - ii The Service will consult with the Union regarding the effect that position descriptions and the performance appraisal system will have on employees who are members of the Union.
- b. Work will be performed by the most efficient means. To achieve this end the Service will deploy skills based on operational needs.
- c. The parties agree that there will be no forced transfers as a result of the implementation of subclause (b) of this clause.
- d. Any proposal that will significantly affect employees who are members of the Union covered by this Award will be the subject of genuine consultation between the parties.
- e. Any dispute arising from the operation of this subclause will be dealt with in accordance with clause 31, Issues Resolution, of this Award.

#### **6. Wages**

- a. Employees shall not be paid less than the minimum wages for their classification as set out in clause 40, Classification Structure, of this Award.

- b. The Service may, at its discretion, pay an employee any amount over and above the minimum wages as it sees fit.

## **7. Hours of Duty**

- a. The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and should commence between the hours of 6.00am and 10.00am.
- b. The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- c. Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- d. The hours of work prescribed in subclauses (a) and (b) shall, where possible, be arranged in such a manner that in each cycle of 28 days each employee shall work his or her ordinary hours of work on not more than nineteen days in the cycle.
- e. The employees' allocated day off duty, arising out of subclause (d) shall be determined by mutual agreement between the employee and the Service having regard to the needs of the Service.
- f. Where there is agreement between an employer and an employee, an employee's allocated day off duty prescribed by subclause (d) of this clause may be accumulated and be taken at a time mutually agreed upon between the employer and the employee, provided that the maximum number of allocated days off duty which may accumulate under this sub-clause shall be three. Any allocated day off duty accumulated but not taken at the date of termination, shall be paid out at ordinary rates applicable at date of termination as part of the usual termination entitlement.
- g. Employees in a work unit or location may agree that the ordinary hours of duty will be worked over nine days in a 14-day cycle (a nine-day fortnight). Agreement by the Service to this nine-day fortnight working arrangement, in each case, shall be dependent upon the operational requirements of the Service.
- h. Where agreement cannot be reached, to work a nine-day fortnight in accordance with subclause (g) in any area or location, the employee or employees concerned, or the Union may raise the issue with the appropriate manager, that is the General Manager, Corporate Services or the General Manager, Control. They shall review the decision and, if it is considered appropriate to meet the operational requirements of the Service, may approve a nine-day fortnight.
- i. Where an employee's allocated days off duty falls on a public holiday as prescribed by clause 21 of this Award, the next working day shall be taken in lieu thereof.
- j. All time worked between the normal starting and normal ceasing time each day shall be at ordinary rates of pay.
- k. A period of twenty minutes shall be allowed to employees for a work break and such period shall be included in the ordinary hours of work. Subject to agreement between the Union and Service on a centre by centre basis, two ten minute work breaks may be taken in lieu of one twenty minute work break.
- l.
  - (i) Time not exceeding one hour and not less than thirty minutes shall be allowed for a meal break, provided that where an employee is called upon to work for any portion of his or her meal break such time shall count as part of his or her ordinary working time.
  - (ii) The provision of paragraph (i) of this subclause shall not apply to employees employed in one of the Service's Control Centres who work their ordinary roster of hours on a straight shift basis (i.e. a shift that does not include a meal break).

- m. Where practicable, employees shall not be required to work more than five (5) hours without a work/meal break.
- n. The provisions of this clause do not apply to casual employees, except for subclauses (k), (l) and (m) when the appropriate conditions have been achieved bear to full time employees.

#### **8. Roster of Hours**

- a. The ordinary hours of duty prescribed by clause 7, Hours of Duty, of this Award, shall be worked according to rosters which shall be exhibited at least fourteen (14) days before the commencement date of the roster and shall show the hours of duty for the agreed roster period or twenty-eight (28) days whichever is the greater.
- b. There shall be a minimum break of eight (8) hours between rostered shifts except in case of an emergency or agreement between the Service and the employee.
- c. The roster of an employee may be altered by the Service at any time during the agreed roster period upon the provision of at least seven (7) days' notice or less than seven (7) days in the event of an emergency, e.g. Sick leave, Family and Community Service Leave, etc.
- d. A day off duty shall be twenty-four (24) hours.
- e. Where an employee is rostered to an allocated day off that day is to be shown on the roster.
- f. The rosters of employees shall provide for an equitable distribution of Saturday and Sunday work between employees working the same agreed roster.
- g. The provisions of this clause do not apply to Day Workers or casual employees.
- h. Any dispute arising from the operation of this clause shall be dealt with in accordance with clause 31, Issues Resolution, of this Award.

#### **9. Overtime**

- a. Employees are expected to work reasonable overtime in accordance with clause 35, Reasonable Hours of this Award.
- b. All time worked by employees outside the ordinary hours in accordance with clause 7, Hours of Duty, of this Award, shall be paid for at the rate of time and one half for the first two hours each day and thereafter at the rate of double time, provided however, that all overtime worked on a Sunday shall be paid for at the rate of double time and all overtime worked on public holidays shall be paid for at the rate of double time and one-half.
- c. An employee who is required to work overtime in excess of two hours shall, at the option of the Service, be supplied with a meal or shall be paid an amount as varied from time to time by the Service unless he or she has been notified on his or her previous shift or duty that he or she would be required to work overtime.
- d. Employees recalled to work overtime after leaving the Service's premises, shall be paid for a minimum of two hours work at the appropriate rate for each time he or she is so recalled; provided that, except in unforeseen circumstances arising, an employee shall not be required to work the full minimum number of hours prescribed above if the job he or she was recalled to perform is completed within a shorter period.
- e. The employer must have processes in place for the formal release of employees from recall duty.
- f. Employees who are not formally released and who are recalled again during the two-hour minimum payment period are not entitled to any additional payment until the expiration of the two-hour period.

- g. Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the two-hour minimum payment period, shall be entitled to another two-hour minimum payment.
- h. Employees required to work overtime after leaving the employer's premises to provide a technology support resolution remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- i. When overtime work is necessary it shall, wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.
- j. An employee who works so much overtime:
  - i between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least eight consecutive hours off duty between these times; or
  - ii on a Saturday, a Sunday and a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding his or her ordinary commencing time on his or her next day or shift:

shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Service such an employee resumes or continues to work without having had such eight consecutive hours off duty he or she shall be paid at double rates until he or she is released from duty for such period that he or she then shall be entitled to be absent until he or she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- k. For the purposes of assessing overtime each day shall stand alone, provided however that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- l. All overtime worked by shift workers on Saturdays and Sundays shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime to be cumulative upon the ordinary time penalties applicable to such days of work.

The conditions of employment relating to Overtime for employees covered by this Award are to be determined by reference to the *"New South Wales Ambulance Service Administrative and Clerical Agreement, 1988"* and the *"Ambulance Service of New South Wales Administration and Staff Clerical Enterprise Agreement, 1994"* and all variations thereof. This provision only applies to those employees covered by this Award who were employees of the Service immediately prior to 1 July 1998.

- m. All overtime worked by casual employees shall be paid for at the appropriate overtime rate prescribed in subclause (b) of this clause, such overtime is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award.

## **10. Time Off in Lieu of Overtime**

- a. The parties agree that any employee who is required to work overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.
- b. This agreement is subject to the following provisos:
  - i Time off in lieu must be taken within three months of it being accrued at ordinary rates;
  - ii The option of taking time off in lieu is subject to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service



may be permitted to take time off in lieu but employees working in other locations and settings within the Service may not;

- iii Employees cannot be compelled to take time off in lieu of overtime; and
  - iv Records of time off in lieu owing to employees and taken by employees must be maintained.
- c. Where an employee is unable to take time off in lieu of overtime within three months of it being accrued the time so accrued shall be paid out at the overtime rate applicable at the time of payment.

### **11. Accrual of Additional Days Off (Ados)**

- a. The parties agree that employees should have the capacity to accumulate up to three (3) days additional days off duty (ADOs) as measured at any one point in time, which accrue in accordance with clause 7, Hours of Duty, of this Award. This limit on the accumulation right means that any employee who has a current accumulation of three ADOs must take the fourth ADO occurring to him or her when it falls due in accordance with the roster.
- b. This agreement is subject to the following provisos:
- i Employees cannot be compelled to accumulate their ADOs. It is merely an option available to employees.
  - ii. This option of accumulation of ADOs is subject always to the active agreement of the Service management, so that it is conceivable that employees in one unit or location within the Service may be permitted to accumulate ADOs but employees working in other locations and settings within the Service may not.
  - iii. The accumulation of ADOs should be considered in those units, departments or other discrete service areas where the service needs during periods when employees are utilising their accumulated ADOs.
  - iv. Any ADOs accumulated but not taken as at the date of termination shall be paid out.
  - v. The accumulation of ADOS should not apply to employees who have elected to work a nine-day fortnight in accordance with subclause (f) of clause 7, Hours of Duty.
- c. Further to the above, the parties agree that ADOs, whether accrued in accordance with clause 7, Hours of Duty, of this Award, or subclause (i) above, can be taken at a mutually convenient time to the Service and the employee.

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

- a. Shift workers working afternoon or night shift shall be paid the following percentage in addition to the ordinary rate for such shift:

Afternoon shift -

Commencing at 10 a.m. and before 1 p.m. - 10 per cent

Commencing at 1 p.m. and before 4 p.m. - 12.5 per cent

Night shift -

Commencing at 4 p.m. and before 4 a.m. - 15 per cent

Commencing at 4 a.m. and before 6 a.m. - 10 per cent

- b. Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (a) of this clause.
- c. Casual employees who perform an afternoon or night shift will receive the shift premiums in subclause (a) of this clause in addition to their ordinary rate for such shift. The provisions of subclause (b) of this clause apply to casual employees when any shift is worked on Saturday and/or Sunday, provided that this is in substitution for and not cumulative upon the casual loading as prescribed in paragraph (c)(iii) of clause 18.  
For example:
  - i. if working on an afternoon shift commencing after 1 p.m. -  
  
(base hourly rate) + (10% of base hourly rate for casual loading) + (12.5% of base hourly rate for shift premium)
  - ii. if working on a Saturday shift -  
  
(base hourly rate) + (50% of base hourly rate for shift premium)

### **13. Promotion and Vacancies**

- a. Advertisement of vacant promotional positions shall be notified throughout the Service by regular Vacancy Circulars clearly displayed on Notice Boards at all Ambulance Stations and Ambulance Workplaces.
- b. Promotion shall be on the basis of merit.
- c. The vacancy shall be filled from applications received provided that the Service can re-advertise the position if necessary.

### **14. Appointment of Officers**

- a. All employees shall be appointed on probation for a period of six months from the date of their appointment or re-appointment to the Service.
- b. An employee engaged under this Award shall be engaged as a permanent fulltime employee, a permanent part-time employee, a temporary fulltime employee, a temporary part-time employee, and/or a Casual employee.
- c. Every employee will be provided with a Position Description commensurate with his or her position which he or she will be required to sign.

### **15. Termination of Employment**

- a. Other than for casual employees, employment shall be terminated by one (1) week notice in writing by either party or by the giving or forfeiting, as the case may be, of one (1) week's wages in lieu of notice.
- b. The provisions of subclause (a) of this clause does not limit the Service's right to terminate an employee's employment without notice or payment in lieu of notice in the event of misconduct of the employee.
- c.
  - i. Employees with a credit of hours accrued towards an allocated day/s off duty shall be paid for such accrual upon termination.

- ii. Employees with a credit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall be paid such accrual upon termination.
- iii. Employees with a debit of hours accrued as a result of working a roster in accordance with subclause (a) of clause 7, Hours of Duty, of this Award, shall reimburse the Service for such accrual upon termination.

Employees with a credit of hours accrued as a result of optioning for time off in lieu of overtime in accordance with subclause (a) of clause 10, Time Off in Lieu of Overtime, of this Award shall be paid for such accrual upon termination at the appropriate overtime rate based on the rate of pay applying at the time of termination.

- d. The Service shall, upon request by the employee, give the employee a signed statement outlining the period of employment.

#### **16. Travelling Time and Expenses**

- a.
  - i. Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work, the employee shall travel to and from the alternative place of work in the Service's time for those periods in excess of time normally taken to travel to and from the employee's accustomed place of work.
  - ii. Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed by the Service.
  - iii. Where the employee is required to report to an alternative place of work and has the prior approval of the Service to travel by his or her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be the specified journey rate as prescribed from time to time by the Ministry.
- b.
  - i. Where the Service has determined that an employee should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and their representative prior to notice of changed accustomed place of work being given.
  - ii. The Service shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purposes of this subclause "reasonable notice" shall be 28 days prior to the date the employee is first required to report to the new accustomed place of work.
  - iii. Where the accustomed place of work is changed on a permanent basis by the Service, the employee shall report to the new accustomed place of work on the date.

#### **17. Relieving Other Members of Staff**

- a. Subject to the provision of subclause (b) of this clause, an employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the duties and assumes the responsibilities of the higher classification as required by the employer, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.
- b. The payment shall be made on the following basis:

- i. Be paid at least the rate which would be applicable if 100% of such duties were performed on a permanent basis. Where relief is performed in a position at less than 100% the employee shall be paid a proportion equivalent to that lesser amount of relief, i.e. where 25% of the work of the position relieved is carried out, the relieving allowance shall be 25% of the difference between the rates applicable to the position.
  - ii. Higher duties allowance shall only be paid when the employee has been directed by the Service to relieve in such position.
- c. This clause shall not apply when an employee in a higher classification is absent by reason of his or her allocated day or days off duty.

### **18. Flexible Work Practices**

- a. Permanent part-time employee
  - i. A permanent part-time employee means an employee who is permanently appointed by the Service to work a specified number of hours to a maximum of thirty-two (32) hours per week except in emergency or urgent circumstances.
  - ii. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed in clause 40, Classification Structure, of this Award a minimum payment of two (2) hours for each start.
  - iii. Other than as set out in this clause, a permanent part-time employee is entitled to the terms of employment set out in this Award, calculated on a pro-rata basis, in the same proportion as the part-time hours bear to the full-time ordinary hours.
  - iv. Employees engaged under this clause shall not be entitled to allocated days off.
  - v. All time worked by permanent part-time employees in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the unit or section concerned shall be paid for at the rate of time and one-half.
  - vi. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
  - vii. Notwithstanding the provisions of this clause, the Service and the Union may agree in writing, to observe other conditions in order to meet special cases.
- b. Temporary employee
  - i. A temporary employee is one engaged for a set period not exceeding thirteen (13) weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than thirteen (13) weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine requirements of the Service, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
  - ii. A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this Award, an allowance equal to 10% of the rates prescribed for his or her classification by clause 40, Classification Structures, of this Award, provided that this subclause shall cease to apply upon:
    - a. the said period of engagement being extended after the said period of thirteen (13) weeks;
    - b. the employer and the employee agreeing during the said period of thirteen (13) weeks, that the employee shall be employed on a permanent part-time or full-time basis.

- iii. For entitlement for payment in respect of annual leave, see *Annual Holidays Act 1944*.
- c. Casual employee
  - i. A casual employee is an employee who is engaged and paid as such but does not include a part-time or fulltime work engagement. The nature of the work performed would be irregular, intermittent, urgent or short term.
  - ii. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the fulltime employees employed on that shift in the station, unit or section concerned, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
  - iii. Casual employees will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the appropriate classification in clause 40, Classification Structure, with a minimum payment of two hours for each start. In addition, a loading of 10% of the base hourly rate will be paid in recognition of the casual nature of the work and in lieu of all paid leave entitlements, other than long service leave in accordance with the provisions of the *Long Service Leave Act 1955*, and Annual Leave entitlements in accordance with the *Annual Holidays Act 1944*.
  - iv. Unless otherwise specified in this Award or when accessing the right to refuse work, casual employees are not entitled to paid leave (including leave prescribed in clauses 19 to 27) or unpaid leave other than unpaid parental leave as prescribed in Part 4 of the *Industrial Relations Act 1996*.
  - v. Casual employees are not entitled to time off in lieu of overtime or the accrual of additional days off (ADOs).
  - vi. Casual employees employed in one of the Service's Control Centres will be required to undertake and successfully complete all requirements identified as such by the Service to perform the role in which they are engaged.
- d. Shift Changes
  - i. Where the Service's prior consent is given to swap a shift, the employee working the shift shall record the working of that shift on his or her time sheet with payment made accordingly.
  - ii. When the shift is swapped back it shall be for the same duration as the shifts previously swapped so as to ensure each employee maintains a thirty-eight (38) hours per week average.
  - iii. Where a shift is to be paid back it shall be done in the current agreed roster period or, where this is not practical, within the following agreed roster period, or in a future roster period approved by the Service.
- e. 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 fulltime 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 subclause 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 in accordance with clause 31, Issues Resolution, of this Award.
- (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 fulltime 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 in accordance with clause 31, Issues Resolution, of this Award.
- (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 who might otherwise have been carried out by that other employer's own employees.

## (ii) Any employer who 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 clause 31, Issues Resolution, 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.**19. Annual Leave**

- a. As per the *Annual Holidays Act 1944*, as amended from time to time.
- b. In addition to the leave provided for by subclause (a) of this clause, seven-day shift workers, (that is, shift workers who are rostered to work regularly on Sundays and Public Holidays), shall be allowed one week's leave; provided that if during the year of employment an employee has served for only portion of

it as a seven-day shift worker the additional leave shall be one day for every 36 ordinary shifts worked as a seven-day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.

- c. Employees entitled to the additional annual leave pursuant to subclause (b) above, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment.
- d. Except as otherwise provided in this subclause, the entitlement to the additional one week's leave shall be treated for all purposes (including termination), as an entitlement under the *Annual Holidays Act 1944*.
- e. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.

## **20. Annual Leave Loading**

- a. The provisions of this clause do not apply to casual employees.
- b. In this clause the *Annual Holidays Act 1944*, is referred to as "The Act".
- c. Before an employee is given and takes his or her annual holidays or, where by agreement between the Service and employee the annual holidays is given and taken in more than one separate period, then before each of such separate periods, the Service shall pay the employee a loading determined in accordance with this clause. (Note: the obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (f)).
  - i. The annual leave loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this Award.
  - ii. The Service agrees subject to at least twenty-eight (28) days prior written authorisation by the employee, to pay employees Annual Leave Loading entitlements on a fortnightly basis which coincides with the normal fortnightly pay period.
- d. The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this Award, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (Note: See subclause (f) as to holidays taken wholly or partly in advance).
- e. The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (f) at the rate of seventeen and one half per cent of the appropriate ordinary weekly rate of pay prescribed by this Award for the classification in which the employee was employed immediately before commencing his or her annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this Award.
- f. No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (e) of this clause applying the Award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- g. Where an employee terminates his or her service or where and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday for which he or she became entitled, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken.



- h. Where the employment of an employee is terminated by his or her Service for a cause other than misconduct, he or she shall be paid a loading calculated in accordance with subclause (d) for the period not taken where at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled.
- i. Where the employment of an employee is terminated by his or her Service for other than misconduct, he or she shall be paid a loading calculated at seventeen and one half per cent of all payment due to him or her under the *Annual Holidays Act 1944*, where at the time of termination the employee has not become entitled to an annual holiday.

## 21. Public Holidays

- a.
  - i. Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
  - ii. For the purposes of this clause the following shall be deemed Public Holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday for the State shall be holidays for the purpose of this Award.
  - iii. Shift workers rostered off duty on a public holiday shall:
    - a. be paid one day's pay in addition to the weekly rate; or if the employee so elects,
    - b. have one day added to his or her period of annual leave.
  - iv. The election referred to in paragraph (iii) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- b.
  - i. In addition to those public holidays specified in paragraph (a)(ii) of this clause, employees shall be entitled to an extra public holiday each year. Such public holiday will occur on a date which is agreed upon between the Union and the Service and shall be regarded for all purposes of this clause, as any other public holiday.
  - ii. The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in paragraph (a)(ii) is proclaimed and observed as a public holiday for the area, and will not apply to those areas where, in each year, at least two half days, in addition to the ten named public holidays specified in paragraph (a)(ii), are proclaimed and observed as half public holidays.
  - iii. Provided further, that in areas where each year, only one half day, in addition to the ten named public holidays specified in paragraph (a)(ii) is proclaimed and observed as a half day holiday for the purposes of this Award, the whole day will be regarded as a public holiday and no additional public holiday which otherwise would, as a result of this subclause apply, will be observed.
- c. Special holidays proclaimed for any city or town are to be granted or equivalent payment made in lieu thereof to employees, either day workers or shift workers, employed in such towns or cities. Equivalent payment means double time and one half.

Where a shift workers rostered day off falls due on such day, he or she shall be paid, in addition to their appropriate rate of pay, an extra day or half-days pay at ordinary rates whichever is applicable.

- d. All time required to be worked by a casual employee on a public holiday shall be paid for at double time and a half, such rate is in substitution for and not cumulative upon any shift premium prescribed in clause 12 of this Award or any loading or additional entitlement prescribed in clause 18(c) of this Award. The provisions of subclause (a) to (c) of this clause shall not apply to casual employees.

## **22. Family and Community Services Leave and Personal/Carers' Leave**

Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, stand alone entitlements. The provisions of this clause do not apply to casual employees. Casual employee entitlements are as prescribed subclause 4.4 in the NSW Health Policy Directive PD2023\_006 Leave Matters for the NSW Health Service, as amended or replaced from time to time.

### **A. FACS Leave**

#### **(a) FACS Leave - General**

- (i) For the purpose of this clause relating to FACS leave: "relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (ii) A manager may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (iii) FACS leave replaces compassionate leave.

- (iv) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge unless the Chief Executive Officer or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

#### **(b) FACS Leave - entitlement**

- (i) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) three working days during the first year of service, commencing on and from 1

January 1995, and thereafter 6 working days in any period of two years; or

- (2) one working day, on a cumulative basis effective from 1 January 1995, for each year of service after two years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995, whichever method provides the greater entitlement.
- (ii) For the purposes of calculating entitlements under (b)(i)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of eight hours. For shift workers the rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to six days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the six days entitlement.

- (iii) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of four hours, the employee would be debited four hours of FACS leave. Likewise, if the employee was rostered for eight hours and was absent for the full 8 hours on FACS leave, he/she would be debited eight hours of FACS leave.

- (c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to two days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in paragraph (a)(i) of Part A of this clause.

- (d) Use of other leave entitlements

A manager may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

## B. Personal/Carer's Leave

- (a) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (i) a spouse of the employee; or
- (ii) 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

- (iii) 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
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

(b) Use of sick leave to care for the person concerned - entitlement

- (i) 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 as defined in subclause (a) of Part B, of this clause.
- (ii) Other than an employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (iv) A manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
- (v) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
- (vi) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (vii) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (viii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

(c) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (ii) long service leave; or
- (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of Part B of this clause.

(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 of overtime at a time or times agreed with the employer within 12 months of the said election
- (ii) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (iii) If, having elected to take time as leave in accordance with (d)(i) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (iv) Where no election is made in accordance with paragraph (d)(i) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.

(e) Use of make-up time

- (i) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 7 and 8 of this Award, at the ordinary rate of pay.
- (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

### **23. Maternity, Adoption and Parental Leave**

This clause is to be read in conjunction with Section 5 of the NSW Health Policy Directive PD2023\_006 Leave Matters for the NSW Health Service and the Service's Maternity Leave Operating procedure PRO2018-002, as amended or replaced from time to time.

**A. Maternity Leave**

(a) Eligibility for Paid Maternity Leave

- (i) Full time employees  
Female employees who prior to the expected date of birth, have completed at least forty (40) weeks' continuous service (of not less than 31.25 hours per week) are eligible for paid maternity leave.
  - (ii) Permanent part-time employees  
  
Permanent part-time employees are employees engaged on a permanent part-time basis as defined by their Award. Female employees employed on this basis are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service.
  - (iii) An employee who has once met conditions for paid maternity leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid maternity leave, unless:
    - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
    - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay or leave without pay associated with an illness or injury compensable under workers' compensation legislation.
- (b) Entitlements to Paid Maternity Leave
- (i) Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
  - (ii) Paid maternity leave may be paid: on a normal fortnightly basis; or in advance in a lump sum; or  
  
at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.  
  
Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.
  - (iii) Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (c) Entitlements to Unpaid Maternity Leave
- (i) An employee entitled to paid maternity leave is entitled to a further period of unpaid maternity leave of not more than twelve (12) months from the actual date of birth. The leave therefore does not extend beyond the child's first birthday.
  - (ii) Fulltime or permanent part time female employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (d) Applications for Maternity Leave
- (i) An employee who intends to proceed on maternity leave should formally notify their manager (in writing) of such intention as early as possible however, not less than eight (8) weeks prior to the commencement of leave. This notice must include a statement of:
    - (1) The intention to proceed on maternity leave;

- (2) The expected date of birth certified by a medical practitioner;
- (3) The period of leave to be taken;
- (4) The date on which maternity leave is to commence;
- (5) A Statutory Declaration stating any period of parental leave sought or taken by the employee's spouse. This declaration must also state that the applicant is the child's primary caregiver for the period of leave sought.
- (6) The entitlement to maternity leave is reduced by any period of parental leave taken by the employee's spouse. Apart from parental leave of one (1) week at the time of birth, maternity leave is not to be taken concurrently with parental leave except as otherwise provided at paragraph (a)(i) of Part D of this clause.

(e) Applications for Further Maternity Leave

- (i) Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.
- (ii) An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (c)(i) of Part A of this clause or paragraph (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- (iii) An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under paragraph (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.
- (iv) An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under paragraph (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

(f) Variations of Maternity Leave

After commencing maternity leave, an employee may vary the period of her maternity leave -

- (i) once without the consent of the Service, but with a minimum of fourteen (14) days' notice in writing; and
- (ii) otherwise with the consent of the Service, with a minimum of fourteen (14) days' notice in writing.

However, more advanced notice is encouraged, especially for uniformed staff because of roster arrangements.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act* 1996 (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave; offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

- (h) Effect of Maternity Leave on Accrual of Leave, Increments, etc.
- (i) Unpaid maternity leave does not count as service for the purposes of accruing sick leave (unless the period of unpaid leave is less than one month, although it is unlikely that unpaid maternity leave would be for such a lesser period), annual leave (unless the period of unpaid maternity leave is less than 28 calendar days) or long service leave (unless the employee has completed 10 years' service and the period of unpaid maternity leave is less than six months).
  - (ii) Unpaid maternity leave is not to be counted as service for determining incremental progression. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Notwithstanding the foregoing, increments based on age must be paid on attainment of the appropriate age.
  - (iii) During a period of unpaid maternity leave the employee will not be required to meet the employer's superannuation liability. The employee will, however, be required to make any necessary arrangements for their own contributions.
  - (iv) When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave.
  - (v) Except in the case of employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) years' service, the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
  - (vi) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received, i.e. public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.
- (i) Illness Associated with Pregnancy
- (i) If, because of an illness associated with her pregnancy, an employee is unable to continue to work, then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take any sick leave without pay.
  - (ii) Where an employee is entitled to paid maternity leave but, because of illness or injury, is on workers' compensation, sick, annual, long service leave, or sick leave without pay prior to the birth, such leave will cease nine (9) weeks prior to the expected date of birth. The employee will then commence on maternity leave with the normal provisions applying.
- (j) Effect of Premature Birth on Payment of Maternity Leave An employee who gives birth prematurely prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date she enters on leave to give birth to the child.
- (k) Stillbirth
- In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave or maternity leave, subject to production of a medical certificate. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (l) Miscarriage
- In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.



## (m) Fitness to Continue Working During Pregnancy and Alternative Work

- (i) Whilst an employee may commence maternity leave up to fourteen (14) weeks, prior to the expected date of birth, this is not compulsory. However, if an employee decides to continue working prior to taking maternity leave, she must be able to satisfactorily perform her normal duties.
- (ii) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obligated, as far as practicable, to provide alternative employment in some other position that she is able to satisfactorily to perform, until maternity leave commences. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

## (n) Right to Return to Previous Position

- (i) An employee who returns to work after maternity leave has a right to return to her former position.
- (ii) Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable and/or qualified.

## (o) Portability of Service for Paid Maternity Leave

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013*, as amended or replaced from time to time, will be recognised, provided that:

service was on a full time or permanent part time (as specified) basis;

cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

the employee commences duty with the new employer on the next working day after ceasing employment with the former employer. (There may be a break in service of up to 2 months before commencing duty with the new employer, provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.)

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

## B. Adoption Leave

## (a) Eligibility for Adoption Leave

- (i) All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are entitled to unpaid adoption leave.
- (ii) Employees who are adopting a child and are to be the primary care giver of the child are entitled to paid adoption leave as follows:

Full time employees

Employees who, prior to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for paid adoption leave.

#### Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid adoption leave after forty (40) weeks continuous service.

- (iii) An employee who has once met conditions for paid adoption leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of paid adoption leave, unless:
  - (1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or
  - (2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

#### (b) Entitlements

##### (i) Paid Adoption Leave

Eligible employees are entitled to fourteen (14) weeks at the ordinary rate of pay. This leave may commence from the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

##### (ii) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

#### (c) Applications for Adoption Leave

- (i) Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave, normally eight weeks prior. This will allow arrangements associated with the adoption leave to be made.
- (ii) A statement must also be provided from the adoption agency or appropriate

body/government authority confirming that the applicant/ employee is to have custody and the expected date of placement of the child.

(d) Applications for Further Adoption Leave

Same provisions as maternity leave.

(e) Variations of Adoption Leave

Same provisions as maternity leave.

(f) Staffing Provisions

Same provisions as maternity leave.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

(h) Right to Return to Previous Position

Same provisions as maternity leave.

(i) Portability of Service for Paid Adoption Leave

Same provisions as maternity leave.

C. Parental Leave

(a) Eligibility for Parental Leave

(i) Fulltime employees

Employees who, prior to the expected date of birth or to the date of taking custody of the child, have completed 40 weeks continuous service (of not less than 31.25 hours per week) are eligible for parental leave.

(ii) Permanent part-time employees

Permanent part-time employees are employees engaged in a permanent part-time basis as defined by their Award. These employees are entitled to pro-rata paid parental leave after forty (40) weeks continuous service.

(iii) An employee who has once met conditions for parental leave will not be required to again work the forty (40) weeks continuous service in order to qualify for a further period of parental leave, unless:

(1) there has been a break in service where the employee has been re-employed or re-appointed after resignation, medical retirement, or after her services have been otherwise dispensed with; or

(2) the employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under workers' compensation legislation.

(b) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is

taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave).
- (ii) the entitlement of one week's paid leave may be taken at anytime within the 52-week period and shall be paid at the employee's ordinary rate of pay for a period not exceeding one week on full pay, or two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iii) a further unbroken period of unpaid parental leave not exceeding 52 weeks when added to short parental leave in order to be the primary caregiver of the child (extended parental leave).
- (iv) extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave, except as otherwise provided at paragraph (a)(i) of Part D of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave at half pay to enable an employee to remain on full pay for that period.

(c) Applications for Parental Leave

- (i) An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- (ii) The employee should give written notice of the intention to take the leave, at least four weeks before proceeding on leave, and should detail the dates on which they propose to start and end the period of leave. It is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (iii) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (iv) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

if applicable, the period of any maternity leave sought or taken by his spouse, and

that they are seeking the period of extended parental leave to become the primary caregiver of the child.

(d) Variations of Parental Leave

Same provisions as maternity leave.

(e) Staffing Provisions

Same provisions as maternity leave.

(f) Effect of Parental Leave on Accrual of Leave, Increments, etc.

Same provisions as maternity leave.

- (g) Right to Return to Previous Position  
Same provisions as maternity leave.
- (h) Portability of Service for Paid Parental Leave  
Same provisions as maternity leave.

D. Right to Request

- (a) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of maternity, adoption or 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) The employee's request and the employer's decision made under subclauses (a)(ii) and (iii) of this Part must be recorded in writing.
- (d) Where an employee wishes to make a request under subclause (a)(iii) of this Part:
  - (i) the employee is to make an application for leave without pay to reduce their full time weekly hours of work;
  - (ii) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's fulltime hours, that is for long service leave the period of service is to be converted to the fulltime equivalent and accredited accordingly.

E. Communication During Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (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 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 the 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 the leave to be taken, 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 subclause (a) of this Part.

#### **24. Study Leave**

Employees shall be granted Study Leave on such terms and conditions prescribed in Section 6 of the *NSW Health Policy Directive PD2023\_006 Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

#### **25. Trade Union Leave**

Employees shall be granted Trade Union Leave on such terms and conditions prescribed in Section 14 of the *NSW Health Policy Directive PD2023\_006 Leave Matters for the NSW Health Service*, as amended or replaced from time to time.

#### **26. Long Service Leave**

- (a) Employees, other than service as a Casual Employee, shall be granted long service leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Government Sector Employment Act 2013*, as amended or replaced from time to time, and the regulations made thereunder. This includes the taking of long service leave on half pay.
- (b) Casual Employees (including any service as a Casual Employee) shall be granted long service leave on such terms and conditions as may be applicable from time to time under the provisions of the *Long Service Leave Act 1955*, as amended or replaced from time to time.
- (c) Where an employee has accrued a right to an allocated day of duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

#### **27. Sick Leave**

- (a) Fulltime employees shall, subject to the production of a medical certificate or other evidence satisfactory to the Service (which may include a statutory declaration) be entitled to sick leave as follows:
  - (i) For service prior to 1 July 1985, five (5) days sick leave during the first year of service and eight (8) days' sick leave for the second and subsequent years of service, and
  - (ii) For service from 1 July 1985, ten (10) days sick leave during each year of service, provided that any employee employed prior to 1 July 1985 shall not be entitled to accrue sick leave at the rate referred to in this paragraph until the employee's first anniversary date on or after 1 July 1985.
  - (iii) All sick leave referred to in this subclause shall be granted on full pay.
  - (iv) Each day of sick leave shall be equal to the number of hours an employee works in a normal rostered shift. This subclause shall only apply to Control Centre Communications Assistants.
- (b) An employee shall notify the Service, where practicable, of his or her inability to attend for duty at least four (4) hours but, in any case no less than one (1) hour before the commencement time of duty and inform the Service as far as possible the estimated duration of same.
- (c) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Service until the employee completes such three months of employment at which time the payment shall be made.

- (d) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers compensation; provided, however, that the Service shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers compensation, and full pay. If the Service pays such difference, the employee's sick leave entitlement under this clause shall be proportionately reduced for each week during which such difference is paid.
- (e) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.
- (f) Permanent part-time employees shall, subject to the provisions of this clause, be entitled to proportionate amount of sick leave. The amount of sick leave to which a permanent part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for full-time employees; as permanent part-time employee's normal ordinary hours of work for a week during such year would be borne to full-time employee's normal weekly hours of work.
- (g) Service before the date of this Award shall be counted for the purpose of assessing the annual sick leave entitlement but accumulated leave at the credit of the employee at the commencement of this Award will not be increased or reduced by the operation of this clause.
- (h) If an agreed holiday occurs during an employee's absence on sick leave then such agreed holiday shall not be counted as sick leave.

#### **28. Climatic and Isolation Allowance**

- (a) Subject to subclause (b) of this clause, employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified, shall be paid the allowance specified in clause 41, Climatic and Isolation Allowance, of this Award in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at Tocomwal and thence to the following town in the order stated, namely - Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (b) Employees attached to Ambulance Workplaces situated upon or to the West of a line drawn as herein specified shall be paid an allowance specified in clause 41, Climatic and Isolation Allowance, of this Award, in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows, viz:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following town in the order stated, namely - Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

#### **29. Benefits Not to be Withdrawn**

Except in so far as altered expressly or by necessary implication, nothing in this Award shall, in itself, be deemed or be construed to reduce the wages of any employee at the date of the commencement of this Award.

#### **30. Payment and Particulars of Wages**

- (a) Wages shall be paid fortnightly by electronic transfer.
- (b) On each pay day, employees shall be furnished with a statement showing the gross amount of ordinary wages and overtime together with separate details of all deductions.

- (c) Overtime and penalty rates shall be paid within one week from the pay day succeeding the day or days on which such overtime or penalty rates were worked.
- (d) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee except where agreement as to another method of payment has been reached between the Union and the Service due to the isolation of a workplace. Salaries shall be deposited by the Service in sufficient time to ensure that wages are available for withdrawal no later than pay day provided that this requirement shall not apply where employees nominate accounts of non-bank financial institutions which lack the technological or other facilities to process salary deposits within twenty four (24) hours of the Service making their deposits with such financial institutions but in such cases the Service shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (e) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
  - (i) Underpayment
    - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
    - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.
  - (ii) Overpayment
    - (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
    - (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
    - (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
    - (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (ii)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
    - (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (ii)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

### **31. Issues Resolution**

- (a) The parties must:
  - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Service and individual employees; and
  - (ii) abide by the procedures set out in this clause to resolve any issue which might arise; and



- (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about:
  - (i) the interpretation, application or operation of this Award; or
  - (ii) any allegation of discrimination in employment within the meaning of the *Anti-Discrimination Act 1977* which is not covered by established policies and procedures applicable to the Service, regardless of whether the issue relates to an individual employee or to a group of employees.
- (c) Any issue, and in the case of a grievance or dispute any remedy sought, must be discussed in the first instance by the employee(s) (or the Union on behalf of the employee(s) if the employee(s) so request) and the immediate supervisor of the employee(s).
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee(s) immediate supervisor to his or her supervisor (or his or her nominee) and may be referred by the employee(s) to the Union Organiser for the Service. Discussions at this level must take place and be concluded within two working days.
- (e) If the issue remains unresolved, it may be referred by any of the parties to more senior officials of the Union who must then confer with the Chief Executive Officer (and/or his or her nominee(s)) of the Service. The conclusions reached by those representatives must be reported to the parties within two working days of referral or such extended periods may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, either party may seek to have the matter mediated by an agreed third party, or the matter may be referred, in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission for its assistance in resolving the issue.
- (g) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (h) Throughout all the stages of these procedures adequate records must be kept of all discussions.
- (i) These procedures are to be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **32. Union Subscriptions**

The Service agrees, subject to prior written authorisation by the employee, to deduct Union Subscriptions from the pay of the authorising employee.

### **33. Union Noticeboards**

Each Workplace shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

### **34. 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 issues 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, has a direct or in direct 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.

### **35. Reasonable Hours**

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

### **36. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in clause 6, Wages, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 37, Salary Packaging, of this award may be made up to 100% of the salary payable under the salaries clause, or up to 100% of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:

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

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6, Wages, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

### 37. Salary Packaging

1. By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive PD2018\_044 Salary Packaging, as amended or replaced from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100% of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph 4 below.

2. Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
  - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in clause 6, Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
3. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
4. The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass this cost on to the employee. The employer's share of savings, the combined administration cost and the value of the package benefits, are deducted from pre-tax dollars.
5. The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
6. If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the *NSW Health Policy Directive PD2018\_044 Salary Packaging*.
7. Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
8. Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
9. The employer and the employee shall comply with the procedures set out in the *NSW Health Policy Directive PD2018\_044 Salary Packaging*, as amended or replaced from time to time.

### **38. No Extra Claims**

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for

extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

### 39. Area, Incidence and Duration

- a. This Award takes effect from 1 July 2023 and shall remain in force until 30 June 2025. The wage rates as outlined in the third and fourth columns in Part B, Clause 40, Classification Structure, will apply from the first full pay period on or after 1 July 2023 and 1 July 2024, respectively.
- b. This Award replaces and rescinds the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award 2022 published 2 December 2022 (Vol. 393 I.G. 322) and all variations thereof.
- c. This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

## PART B

### 40. Classification Structure

Pay rates and allowances for the period from 1 July 2023 until the commencement of the increased rates as outlined below (that apply from the first full pay period on or after (ffppoa) 1 July 2023) shall be the equivalent rates and allowances contained in the Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award 2022 as at 30 June 2023.

| Classification            | Frequency | From first pay period on<br>or after 1 July 2023 | From first pay period on<br>or after 1 July 2024 |
|---------------------------|-----------|--------------------------------------------------|--------------------------------------------------|
|                           |           | \$                                               | \$                                               |
| Administrative Assistants |           |                                                  |                                                  |
| Junior                    |           |                                                  |                                                  |
| At 16 Years               | Weekly    | 765.23                                           | 788.19                                           |
| At 17 Years               | Weekly    | 799.15                                           | 823.12                                           |
| Grade 1                   |           |                                                  |                                                  |
| 1st Year                  | Weekly    | 857.06                                           | 882.77                                           |
| 2nd Year                  | Weekly    | 875.54                                           | 901.81                                           |
| 3rd Year                  | Weekly    | 897.89                                           | 924.83                                           |
| 4th Year                  | Weekly    | 937.22                                           | 965.34                                           |
| 5th Year and Thereafter   | Weekly    | 970.12                                           | 999.22                                           |
| Grade 2                   |           |                                                  |                                                  |
| 1st Year                  | Weekly    | 1,005.54                                         | 1035.71                                          |
| 2nd Year                  | Weekly    | 1,028.94                                         | 1059.81                                          |
| 3rd Year                  | Weekly    | 1,045.57                                         | 1076.94                                          |
| 4th Year and Thereafter   | Weekly    | 1,069.64                                         | 1101.73                                          |
| Grade 3                   |           |                                                  |                                                  |
| 1st Year                  | Weekly    | 1,089.48                                         | 1122.16                                          |
| 2nd Year                  | Weekly    | 1,118.15                                         | 1151.69                                          |
| 3rd Year                  | Weekly    | 1,165.38                                         | 1200.34                                          |
| 4th Year and Thereafter   | Weekly    | 1,190.71                                         | 1226.43                                          |
| Grade 4                   |           |                                                  |                                                  |
| 1st Year                  | Weekly    | 1,217.55                                         | 1254.08                                          |
| 2nd Year                  | Weekly    | 1,243.11                                         | 1280.40                                          |
| 3rd Year                  | Weekly    | 1,269.48                                         | 1307.56                                          |
| 4th Year and Thereafter   | Weekly    | 1,296.10                                         | 1334.98                                          |
| Senior                    |           |                                                  |                                                  |
| Grade 1                   |           |                                                  |                                                  |
| 1st Year                  | Weekly    | 1,321.31                                         | 1360.95                                          |

|                                                |        |          |         |
|------------------------------------------------|--------|----------|---------|
| 2nd Year and Thereafter                        | Weekly | 1,353.44 | 1394.04 |
| Grade 2                                        |        |          |         |
| 1st Year                                       | Weekly | 1,394.49 | 1436.32 |
| 2nd Year and Thereafter                        | Weekly | 1,429.10 | 1471.97 |
| Grade 3                                        |        |          |         |
| 1st Year                                       | Weekly | 1,476.45 | 1520.74 |
| 2nd Year and Thereafter                        | Weekly | 1,513.15 | 1558.54 |
| Pay Clerks                                     |        |          |         |
| Grade 3/4                                      |        |          |         |
| 1st Year                                       | Weekly | 1,247.37 | 1284.79 |
| 2nd Year and Thereafter                        | Weekly | 1,355.71 | 1396.38 |
| Senior and Thereafter                          |        |          |         |
| 1st Year and Thereafter                        | Weekly | 1,429.10 | 1471.97 |
| Administrative Officer                         |        |          |         |
| Grade 1                                        |        |          |         |
| 1st Year                                       | Weekly | 1,569.20 | 1616.28 |
| 2nd Year and Thereafter                        | Weekly | 1,611.64 | 1659.99 |
| Grade 2                                        |        |          |         |
| 1st Year                                       | Weekly | 1,638.12 | 1687.26 |
| 2nd Year and Thereafter                        | Weekly | 1,681.79 | 1732.24 |
| Grade 3                                        |        |          |         |
| 1st Year                                       | Weekly | 1,735.79 | 1787.86 |
| 2nd Year and Thereafter                        | Weekly | 1,789.36 | 1843.04 |
| Senior                                         |        |          |         |
| Grade 1                                        |        |          |         |
| 1st Year                                       | Weekly | 1,860.90 | 1916.73 |
| 2nd Year and Thereafter                        | Weekly | 1,915.02 | 1972.47 |
| Grade 2                                        |        |          |         |
| 1st Year                                       | Weekly | 1,974.74 | 2033.98 |
| 2nd Year and Thereafter                        | Weekly | 2,034.49 | 2095.52 |
| Computer Operator                              |        |          |         |
| Grade 1                                        |        |          |         |
| 1st Year                                       | Weekly | 1,027.56 | 1058.39 |
| 2nd Year                                       | Weekly | 1,053.72 | 1085.33 |
| 3rd Year                                       | Weekly | 1,094.53 | 1127.37 |
| 4th Year and Thereafter                        | Weekly | 1,122.05 | 1155.71 |
| Grade 2                                        |        |          |         |
| 1st Year                                       | Weekly | 1,130.88 | 1164.81 |
| 2nd Year                                       | Weekly | 1,200.68 | 1236.70 |
| 3rd Year and Thereafter                        | Weekly | 1,242.29 | 1279.56 |
| Computer Programmer                            |        |          |         |
| 1st Year                                       | Weekly | 1,473.47 | 1517.67 |
| 2nd Year                                       | Weekly | 1,565.99 | 1612.97 |
| 3rd Year                                       | Weekly | 1,731.34 | 1783.28 |
| 4th Year and Thereafter                        | Weekly | 1,857.34 | 1913.06 |
| Operations Centre<br>Communications Assistants |        |          |         |
| Trainee                                        | Weekly | 1,200.68 | 1236.70 |
| 1st Year                                       | Weekly | 1,279.48 | 1317.86 |
| 2nd Year                                       | Weekly | 1,307.55 | 1346.78 |
| 3rd Year                                       | Weekly | 1,334.85 | 1374.90 |
| 4th Year and Thereafter                        | Weekly | 1,363.28 | 1404.18 |
| Operations Centre Assistant<br>Supervisor      |        |          |         |
| 1st Year                                       | Weekly | 1,297.69 | 1336.62 |
| 2nd Year                                       | Weekly | 1,325.22 | 1364.98 |
| 3rd Year                                       | Weekly | 1,353.20 | 1393.80 |

|                                     |        |          |         |
|-------------------------------------|--------|----------|---------|
| 4th Year and Thereafter             | Weekly | 1,381.16 | 1422.59 |
| Operations Centre Senior Supervisor |        |          |         |
| 1st Year                            | Weekly | 1,408.22 | 1450.47 |
| 2nd Year and Thereafter             | Weekly | 1,442.88 | 1486.17 |
| Quality Support Coordinator         |        |          |         |
| 1st Year                            | Weekly | 1,735.79 | 1787.86 |
| 2nd Year and Thereafter             | Weekly | 1,789.36 | 1843.04 |

#### 41. Climatic and Isolation Allowance

| Clause | Allowance Description                                 | Frequency | First pay period on or after 1-Jul-2023<br>\$ | First pay period on or after 1-Jul-2024<br>Increase 3.6%<br>\$ |
|--------|-------------------------------------------------------|-----------|-----------------------------------------------|----------------------------------------------------------------|
| 28(a)  | Climatic and Isolation Allowance - Time and Half Zone | Weekly    | 5.65                                          | 5.85                                                           |
| 28(b)  | Climatic and Isolation Allowance - Double Zone        | Weekly    | 11.30                                         | 11.71                                                          |

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Printed by the authority of the Industrial Registrar.

**BROKEN HILL CITY COUNCIL CONSENT AWARD 2022****AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

**Schedule of Variations Incorporated**

| Variation Serial No. | Date of Publication | Effective Date   | Industrial Gazette Reference |          |
|----------------------|---------------------|------------------|------------------------------|----------|
|                      |                     |                  | Volume                       | Page No. |
| C9599                | 20 March 2023       | 16 December 2022 | 393                          | 1590     |

**AWARD****Arrangement**

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| 5.         | Anti-Discrimination                                                         |
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## PART 1

### APPLICATION AND OPERATION OF THIS AWARD

#### 1. Title

This Award is the Broken Hill City Council Consent Award 2022.

## 2. Statement of Intent

The parties to the Award are committed to cooperate in a positive manner to increase the productivity, structural efficiency, financial sustainability and competitiveness of Local Government service provision within Broken Hill and to provide employees with access to fulfilling and varied work by providing measures to, for instance:

Ensure the efficient delivery of quality services to the community;

Improve knowledge and skill levels;

Establish skill related career paths;

Eliminate impediments to multiskilling and broaden the range of tasks which an employee may be required to perform;

Eliminate discrimination;

Maintain rates of pay, conditions and hours which are fair, equitable and competitive;

Ensure and facilitate flexible work practices;

Encourage innovation and continuous improvement; and

Promote cooperation and open communication and change management

## 3. Definitions

In this Award, unless the contrary intention appears:

"Act" means the *Industrial Relations Act 1996* (NSW) as amended.

"ASA" means Annualised Salary Agreement and operates in accordance with Clause 16 of this Award.

"Award" means the Broken Hill City Council Consent Award 2018.

"Council" means the Broken Hill City Council.

"Employee" means a person employed by Broken Hill City Council.

"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 will include, and not be limited to the following penalties and allowances where they are regularly received.

Saturday, Sunday and shift penalties;

Tool allowances;

On call allowance;

First Aid allowance; and

Community language and signing work allowances.

Overtime payments and all other allowances will be excluded from the composition of ordinary pay.

"Salaried Office Employee" means an employee engaged in one of the following functions:

Administration;

Building Surveying;  
Engineering (Professional);  
Executive Band;  
Finance;  
Health Surveying;  
Library;  
Public Relations;  
Technical Services;  
Tourism; and  
Town Planning.

"Union" means the Barrier Industrial Council (BIC) and its affiliated unions.

"Wages Employee" means an employee engaged in any functions not otherwise specified in the definition of salaried office employee.

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

- 4.1 This Award will apply to all employees of Broken Hill City Council, excluding those employees defined as senior staff by the *Local Government Act 1993* (NSW).
- 4.2 This Award will rescind and replace the Broken Hill City Council Consent Award 2018 which was last amended by the Commission on 16 August 2022 (392 I.G. 729) and all variations of that Award.
- 4.3 This Award will take effect from 1 July 2022 and will remain in force until the end of the calendar day of 30 June 2025.
- 4.4 In Schedule 1 the Award provides for a 4.00% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2022.
- 4.5 In Schedule 1 the Award provides for a 3.25% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2023.
- 4.6 In Schedule 1 the Award provides for a 3.25% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2024.
- 4.7 This award will be made by the Industrial Relations Commission of New South Wales and be known as the Broken Hill City Council Consent Award 2022. The parties to the Award are as follows:

Broken Hill City Council;  
The Barrier Industrial Council;  
The United Services Union.

#### **5. Anti-Discrimination**

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

identity, age and responsibilities as a carer.

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

#### NOTES

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

## PART 2

### HOURS OF WORK, OVERTIME AND RELATED MATTERS

#### 6. Hours. of Work - General Provisions

- 6.1 Employment with Council is subject to the satisfactory completion of a probationary period.
- (a) The probationary period will be for three (3) months duration; however Council may require a maximum period of six (6) months for employees above Grade 16 (Band 3 Level 2).
  - (b) During the probation period, employees will be provided with the appropriate training and instruction to enable them to perform the duties and functions of the position.
  - (c) During the probation period the employee will be advised of any areas of concern and expected performance outcomes.
  - (d) At the successful conclusion of the probation period, the employee will be offered a permanent position by Council in accordance with the employee's original appointment status, i.e. in a full-time or part-time capacity.
- 6.2 The ordinary hours of work for full time Salaried Office Employee will be 70 per fortnight.

- 6.3 The ordinary hours of work for full time Wages employees will be no more than 76 hours per fortnight.
- 6.4 Where operational requirements permit, employees are entitled to receive a rostered day off once in every two (2) week period, or once in any other period as may be mutually agreed between the employee and Council.
- (a) It is essential that all employees working a nine (9) day fortnight be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between Council employees and managers in the planning of rostered working days so that adequate staff resources are available to all time to service public needs as well as providing interdepartmental office communication and services.
  - (b) The rostered day off may be altered by mutual consent or by the employer with two weeks' notice where there are genuine operational or safety reasons.
  - (c) Rosters are to be prepared by managers and/or departmental heads at least two weeks in advance.
  - (d) When a public holiday clashes with a rostered day off, the general rule will be to take the next working day as a rostered day off.
  - (e) Approval to accumulate rostered days off may be granted in special circumstances by the employee's manager and/or departmental head.
  - (f) Approval to accumulate rostered days off may be granted in special circumstances by the employee's manager and/or departmental head.
- 6.5 Notwithstanding clause 6.4, all employees receiving a rostered day off prior to 1 July 2022 are entitled to retain that arrangement as long as they remain in the same position with Council.

#### **7. Ordinary. Hours of Work for Employees Engaged Prior to 21 December 2015**

- 7.1 A Salaried Office employee engaged prior to 21 December 2015 will continue to commence at 8.30am and finish at 5.00pm and work for 7 hours and 46 minutes exclusive of a 44 minute unpaid meal break.
- 7.2 A Wages employee engaged prior to 21 December 2015 will continue to commence at 7.00am and finish at 3.26pm and work for 8 hours and 26 minutes inclusive of a paid meal break.
- 7.3 Notwithstanding subclauses 7.1 and 7.2, an employee engaged prior to 21 December 2015 may alter their commencement and/or finishing times by agreement.
- 7.4 Notwithstanding subclauses 7.1, 7.2 and 7.3, Council may vary an employee's commencement and finishing times where it has engaged in reasonable consultation before doing so.
- 7.5 Where Council seeks to vary an employee's commencement and finishing times outside the span of hours of 6am to 6pm there must be prior agreement with the employee and Council, in consultation with the union.
- 7.6 Except as otherwise provided, the ordinary hours for all employees will be between Monday and Friday.

#### **7A. Saturday and. Sunday Work for Employees Engaged Prior to 21 December 2015**

- 7.7 The ordinary hours for employees engaged in the following functions and positions will be between Monday and Sunday:
- (a) Council's Visitor Information Centre;
  - (b) The Library;
  - (c) The Civic Centre;

- (d) The Geo Centre;
  - (e) The Art Gallery;
  - (f) Waste Services including Street sweeping;
  - (h) Pool Attendants;
  - (i) Pool Cleaners;
  - (j) Airport Reporting Officers;
  - (k) Community Safety Officer/Ranger; and
  - (l) The Living Desert Rangers.
- 7.8 Except as otherwise provided, ordinary hours worked by a full time or permanent part time employee at the Visitors Information Centre, Library, Entertainment Centre, Geo Centre and Art Gallery on a Saturday will attract a 25% penalty in addition to the ordinary hourly rate of pay. Ordinary hours worked on a Sunday will attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 7.9 Ordinary hours worked on a Saturday or a Sunday by Waste Service Employees will attract a 50% penalty for work between midnight on Friday and midnight Saturday, and a 100% penalty for work between midnight on Saturday and midnight on Sunday. Where a full time or part time Waste Service employee who works ordinary hours on the weekends is in receipt of an over-award payment, they will not receive the penalty.
- 7.10 An employee may request to work ordinary hours on a Saturday and/or Sunday in lieu of ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
  - (b) Council and the Union will not unreasonably withhold agreement to such a request;
  - (c) Any such agreement will not apply to new or vacant positions;
  - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council will not be required to pay the penalty rate prescribed by sub-clauses 7.8, and 7.9
- 7.11 Where an employee and Council agree, an employee engaged prior to 1 November 2015 may request to be permanently transferred to a Monday to Sunday spread and where such a request is agreed, the employee will be entitled to receive the penalties in accordance with clause 7.8 and 7.9.
- 7.12 Where an employee engaged prior to 21 December 2015 applies for and is successful in a vacant or new position in any of the functions listed in 8.7, they will receive the penalties in accordance with subclauses 8.8, 8.9 and 8.10.

#### **8. Ordinary. Hours for Employees Engaged on or after 21 December 2015**

- 8.1 The ordinary hours of work for full time Salaried Office Employee will be 70 per fortnight.
- 8.2 The ordinary hours of work for full time Wages employees will be no more than 76 hours per fortnight.
- 8.3 A salaried office employee will be entitled to an unpaid meal break of 44 minutes.
- 8.4 A wages employee will be entitled to a paid 30 minute meal break.

- 8.5 The ordinary hours will not exceed 10 in any one day inclusive of paid/unpaid meal breaks and will, except as otherwise provided, be worked between 6am and 6pm.
- 8.6 Except as otherwise provided, the ordinary hours for all employees will be between Monday and Friday.
- 8.7 The ordinary hours for employees engaged in the following functions will be between Monday and Sunday:
- (a) Tourism Services, including the Visitor Information Centre;
  - (b) Entertainment Services, including Civic Centre operations, Hospitality;
  - (c) Cultural Services, including Geo Centre employees, Art Gallery employees, Library and Living Desert Ranger;
  - (d) Waste Services;
  - (e) Aquatic facilities, including pool attendants/cleaners;
  - (f) Airport staff including Airport reporting officer;
  - (g) Rangers/ Enforcement Officers;
  - (h) Parks and Open Spaces;
  - (i) Crematorium and Cemetery;
  - (j) Trade functions;
  - (k) Road construction and maintenance;
  - (l) Cleaning.

**8A. Saturday and Sunday Work for Employees Engaged on or after 21 December 2015**

- 8.8 Except as otherwise provided, ordinary hours worked by full time and permanent part time employees employed in Tourism and Cultural services, Aquatic facilities, Ranger/ Enforcement Officers and Entertainment Services on a Saturday will attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday will attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 8.9 Ordinary hours worked on a Saturday or a Sunday by Waste Services, Parks and Open Spaces, Crematorium and Cemetery, Trade Functions, Road Construction and Maintenance; Airport Staff and Cleaning employees will attract a 50% penalty for work between midnight Friday and midnight Saturday and a 100% penalty for work between midnight Saturday and midnight Sunday.
- 8.10 An employee may request to work ordinary hours on a Saturday and/or Sunday in lieu of ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
  - (b) Council and the Union will not unreasonably withhold agreement to such a request;
  - (c) Any such agreement will not apply to new or vacant positions;
  - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council will not be required to pay the penalty rate prescribed by

sub-clauses 8.8, 8.9 and 8.10

## 9. Shift Work

- 9.1 Except as otherwise provided ordinary hours worked by employees, outside the span referred to in subclause 7.5 will attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span.
- 9.2 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:

|                                                                         |                   |
|-------------------------------------------------------------------------|-------------------|
| Cleaners                                                                | 5.00am to 9.00pm  |
| Entertainment Services (including Civic Centre Operations, Hospitality) | 6.00am to 11.00pm |
| Libraries                                                               | 8.00am to 9.00pm  |
| Aquatic facilities                                                      | 5.00am to 9.00pm  |
| Living Desert Ranger                                                    | 6.00am to 9.00pm  |

- 9.3 Shift penalties will be payable for ordinary work performed between Monday and Friday and will not be paid on weekends.
- 9.4 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 sub-clauses 9.1, 9.2 and 9.3 in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
  - (b) Council and the Union will not unreasonably withhold agreement to such a request;
  - (c) Any such agreement will not then apply to new or vacant positions;
  - (d) Where an employee requests to work ordinary hours outside the relevant span of hours under the provisions of this sub-clause, Council will not be required to pay a shift penalty for the actual time worked.

## 10. Starting Point

- 10.1 All employees will start and finish at the various council depots and facilities. Employees may be required to start and finish at the work site if practical.

## 11. Garaging

- 11.1 All time necessary in garaging of machines will be included in Council's time.

## 12. Part Time Employees

- 12.1 A part-time employee will 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 subclauses 6.2 and 6.3 of the Award.
- 12.2 Prior to commencing part-time work Council and the employee will agree upon the conditions of work including:
- (a) The hours to be worked by the employee, the days upon which they will 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.

- 12.3 The conditions may also stipulate the period of part-time employment and may be varied by consent.
- 12.4 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by Council.
- 12.5 Unless otherwise provided where a public holiday falls on a day where a part-time employee would have regularly worked the employee will be paid for the hours normally worked on that day.
- 12.6 By agreement a part-time employee may work more than their regular number of hours at the ordinary hourly rate. The maximum amount of hours that a part-time employee may work at the ordinary hourly rate is the hours prescribed by sub-clauses 6.2 and 6.3.
- 12.7 Part-time employees will 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.

### **13. Casual Employees**

- 13.1 A casual employee will mean an employee engaged on a day to day basis.
- 13.2 A casual employee will be paid for a minimum of three hours, for each engagement, except for attendance at scheduled employee or team meetings, for which payment will be made at the appropriate rate for time actually worked, with a minimum of one (1) hour.
- 13.3 Notwithstanding clause 13.2, casual employees may be engaged for less than three (3) hours but no less than two (2) hours in the following functions:
- (a) after school employment;
  - (b) events; and
  - (c) training sessions, and to back up staff participating in training.
- 13.4 A casual employee will be paid the hourly rate for ordinary hours worked.
- 13.5 A casual employee will be entitled to a 25 per cent loading, calculated on the ordinary hourly rate. This loading will not attract any penalty. This loading will be paid in lieu of all leave and severance pay, except paid maternity leave. Casual loading is not payable on overtime.
- 13.6 A casual employee may work a maximum amount of hours as prescribed by sub-clauses 6.2 and 6.3 at ordinary time. Overtime will be paid where a casual employee works outside the ordinary hours for the position. In cases where there are no ordinary hours for the position, overtime will be paid for the hours worked in excess of those prescribed in sub-clauses 6.2 and 6.3
- 13.7 Subject to the reasonable overtime provisions of sub-clause 14.1, a casual employee will not be offered to work overtime in a position held by an employee of Council, if the employee of Council is available to work that overtime.
- 13.8 Casual employees who work on Saturday and/or Sunday are entitled to the penalty rates prescribed by the relevant subclauses 7.8, 7.9, 8.8 or 8.9. The penalties are calculated on the ordinary hourly rate.
- 13.9 Casual employees who work outside the relevant span of hours are entitled to the relevant shift penalties prescribed by the relevant subclauses 7.8, 7.9, 8.8 or 8.9. The shift penalty is calculated on the ordinary hourly rate.
- 13.10 Casual employees engaged on a regular and systematic basis will:

- (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 of casual employees, there will be a deduction of the long service leave accrued whilst the employee was employed as a casual and paid the loading identified in sub-clause 13.4.

13.11 A casual employee will not replace an employee of council on a permanent basis.

13.12 Carer's entitlements will be available for casual employees as set out in sub-clause 31.9 of this Award.

13.13 Bereavement entitlements will be available for casual employees as set out in sub-clause 31.2 of this Award.

13.14 Parental leave entitlements will be available for casual employees in accordance with Clause 34 and Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW).

#### 14. Overtime

14.1 Except where otherwise provided Council may require an employee to work reasonable overtime.

- (a) 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.
- (b) What constitutes unreasonable working hours will be determined having regard to:
  - any risk to the employee;
  - the employee's personal circumstances including any family and carer's responsibilities;
  - the needs of the workplace;
  - the notice, if any, given by Council of the overtime and by the employee of their intention to refuse it; and any other matter.

14.2 Overtime will be paid at double time, inclusive of the days pay.

14.3 Any employee who has completed normal and regular hours of work and is on the premises at the time of the request, and is called to work overtime, other than planned overtime, of less than four (4) hours, will be paid for the time worked.

14.4 Where an employee is required to work after finishing time for a period in excess of 1 ½ hours, then the employee will be provided with a meal, or alternatively, the employee will be paid the allowance set out in the Table in Schedule 2.

If overtime continues beyond 1 ½ hours then, for each additional four hours worked an additional meal will be provided or, alternatively, the employee will be paid the allowance set out in the Table in Schedule 2.

14.5 Except as otherwise provided, where a meal is due and overtime is to extend beyond that time, a paid break of twenty (20) minutes will be allowed in which to eat the meal.

14.6 Transport will be provided for all employees required to work on other than planned work which is outside their normal working time.

14.7 A wages employee will receive a paid thirty (30) minute meal break or in lieu, an allowance, as set out in the Table in Schedule 2, after four (4) continuous hours on any or all overtime worked on Saturdays and Sundays.

- 14.8 Council will keep a record of all overtime worked and will pay for authorised overtime.
- 14.9 For the purposes of calculating overtime each day will stand alone, provided however that where any period is continuous and extends beyond midnight, all overtime hours in this period will be regarded as if they had occurred within the day first occurring.
- 14.10 Consistent with Council's travel policy, the above provisions do not apply to those employees required to travel for work.

#### **14A. On Call Allowance**

- 14.11 An employee will be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.
- 14.12 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.
- 14.13 Employees required to be on-call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, will be paid an allowance in accordance with Schedule 2.
- 14.14 Employees required to be on-call on days other than their ordinary working days will be paid an on-call allowance in accordance with Schedule 2
- 14.15 The on-call allowances in sub-clauses 14.13 and 14.14 will not total more than the amount as stated in Schedule 2, in any one week.
- 14.16 Employees on-call who are required to work outside their ordinary hours will be entitled to be paid overtime at the appropriate rate for hours worked and such rate will be paid from the time that the employee departs for work. On-call employees are not subject to the minimum payment provisions of sub-clause 38.5 on a public holiday.

#### **14B. Remote Response**

- 14.17 An employee who is in receipt of an on call allowance and available to immediately:
- (a) respond to phone calls or messages;
  - (b) provide advice ('phone fixes');
  - (c) arrange call out/rosters of other employees; and
  - (d) remotely monitor and/or address issues by remote telephone and/or computer access,
- will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (NOTE: subclause 14.16 applies where an on-call employee is recalled to work)
- 14.18 An employee remotely responding will be required to maintain and provide the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- 14.19 The employer, may by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause 14.17.

#### **14C. Call Back**

- 14.20 Any employee of Council who has completed their normal and regular hours of work and is off the

premises at the time of request, is called to work overtime, other than planned overtime, of less than four hours, will be paid the appropriate overtime rate for a minimum of four (4) hours.

#### **14D. Quick Shift**

- 14.21 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 eight consecutive hours off duty between will be paid double time if instructed to resume work or released from work and entitled to an eight hour break without loss of pay.

#### **14E. Broken Shift**

- 14.22 A permanent employee called upon to work a broken shift will be paid the indexed allowance based upon that currently applicable per shift in addition to their ordinary pay. A broken shift will not exceed a span of twelve (12) hours.

#### **14F. Project Work**

- 14.23 Project staff who work additional hours outside their ordinary hours Monday to Friday will be paid the first two (2) hours of any day Monday to Friday at time and a half or at time in lieu on an hour for hour basis at the employee's request. Any hours worked over two (2) hours on any Monday to Friday will be paid at double time.

#### **15. Meal Breaks**

- 15.1 Council must not require an employee to work for more than 5 hours continuously without an interval of at least 30 minutes for a meal.
- 15.2 Except as otherwise provided, a meal allowance as set out in the Table in Schedule 2 will be paid to employees instructed to work overtime:
- (a) for 1½ hours or more prior to their agreed commencing time
  - (b) for 1½ hours immediately after their agreed finishing time and after subsequent periods of four hours
  - (c) after each four hours on days other than ordinary working days.

#### **16. Annualised Salary Agreements (ASA)**

- 16.1 Notwithstanding any other provision of this Award, the Council and an employee may agree that the Council may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:
- (a) Rates of pay - clause 19
  - (b) Use of Skills - clause 22
  - (c) Salary Packaging and sacrifice - clause 24
  - (d) Allowances and reimbursements - clause 21
  - (e) Hours of Work - clause 6 and 7
  - (f) Overtime - clause 14
  - (g) Public Holidays - clause 38
- 16.2 Where an employee and Council seek to enter into an ASA, the employee is entitled to seek industrial/

legal advice prior to entering into such an arrangement.

16.3 Where an employee and Council enter into an ASA, the annual salary will not disadvantage the employees:

- (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such less period as has been worked);
- (b) The annual salary of the employee must be reviewed by Council at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary;
- (c) Employees will not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.

16.4 An annual salary agreement must:

- (a) be in writing and signed by the employee and Council;
- (b) state the date upon which the arrangement commences;
- (c) be provided to the employee;
- (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award;
- (e) be subject to annual review;
- (f) contain details of any salary package arrangements, including the annual salary that is payable;
- (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle.
- (h) contain details of performance pay arrangements and performance measurement indicators;
- (i) contain the salary for the purposes of accident make up pay; and
- (j) contain the award band and level for the role.

16.5 An Annualised salary agreement may be terminated:

- (a) by Council or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between Council and the employee.

16.6 On termination of an annualised salary agreement, the employee will revert to the Award entitlements unless a new annualised salary agreement is reached.

16.7 Notwithstanding the above, annualised salary arrangements entered into prior to 1 November 2015 may continue to operate in accordance with their terms.

## **17. Council Agreements**

17.1 The parties may enter into a council agreement, which may apply to parts of Council's workforce.

17.2 The terms of any agreement reached between the parties will substitute for the provisions of the award

provided that:

- (a) the extent of the council agreement will be limited to:
  - Payment of employees;
  - Hours of work;
  - Overtime;
  - Holidays;
  - Part-time employment;
  - Job share employment;
  - 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 1996 (NSW) and current wage fixing principles; and
- (d) the agreement will be processed in accordance with subclause 17.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement will be processed in accordance with the Enterprise Arrangement Principle.

17.3 A Council Agreement will be processed as follows:

- (a) the unions will be notified prior to the commencement of negotiations;
- (b) the agreement has been genuinely arrived at by negotiation between the Council and the Union;
- (c) the agreement will be committed to writing and will include a date of operation and a date of expiration;
- (d) the council and the appropriate union(s) will sign the agreement; and
- (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.

17.4 Council agreements can be terminated in the following manner:

- (a) Section 44 of the *Industrial Relations Act* 1996 (NSW) relating to the termination of enterprise agreements will apply to the termination of a council agreement made in accordance with this clause and a council agreement may be terminated in the same manner as an enterprise agreement.
- (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' written notice will be given. The notice may be served before the end of the nominal term.
- (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

**18. Trainees****A. General**

- 18.1 Trainee, Apprentice or Cadet employees may be required to possess a Provisional or Class C Drivers Licence.
- 18.2 In the circumstances as to which a FTE position be filled with a Trainee, Apprentice or Cadet formal consultation practices will be followed in line with the consultation practices of Clause 43 of this Award.
- 18.3 Upon cessation of an apprenticeship, traineeship, or cadetship and the incumbent is not employed on a permanent ongoing basis, council will fill the position with another apprenticeship, traineeship or cadetship, or that of a full time position maintaining organisational FTE. If council intends to not fill the position formal consultation practices under Clause 43.

**B. School Based Trainees and School Based Apprentices**

- 18.4 The objective of this clause is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based traineeships/apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III AQF qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
- 18.5 The hourly rate for apprentices/trainees including time deemed to be spent in off the job training will be calculated by dividing the applicable weekly rate for the full time apprentices as set out in Table 2 by 38 or 35 in accordance with clause 6, Hours of Work.
- 18.6 The purpose of clause 18.12, where a school based trainee/apprentice is a full time school student, the time spent in off the job training for which the school based trainee/apprentice is paid deemed to be 25% 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.
- 18.7 School based trainees/ school based apprentices progress through the rates of pay subject to successful completion of appropriate training modules and satisfactory service.

**C. Trainee employment and apprenticeships**

- 18.8 This clause relates to employees considered trainees or apprentices
- 18.9 Employees within this clause may undertake specific government funded programs under a recognised Training Agreement that is registered with the relevant training authority. Employees within this clause may undertake programs funded by the Council.
- 18.10 The rates of pay as provided for in table two and table three are payable to employees undertaking entry level training
- 18.11 Apprentices are paid according to their educational qualification and experience.
- 18.12 Trainees are paid according to the time agreed to be taken complete their study in annual increments.
- 18.13 Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- 18.14 If the employment is to be continued beyond the training period upon the successful completion of training, the employee will proceed to the appropriate band and level in the structure.
- 18.15 In addition to the vocational training direction, the employer will provide an apprentice and/or trainee

with the conditions of the apprenticeship/traineeship in writing and these conditions will include:

- (a) the term of the apprentice and/or trainee;
- (b) the course of studies to be undertaken by the apprentice and/or trainee;
- (c) the course of on the job training to be undertaken by the apprentice and/or trainee.
- (d) A government funded apprentice and/or trainee will not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.

18.16 Except as herein provided, all other terms and conditions of this Award will apply.

18.17 The apprentice and/or trainee will attend approved training courses or training programs prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.

18.18 Council will ensure that the trainee is permitted to attend the training courses or programs provided for in the Training Agreement and will ensure that the trainee received the appropriate on-the-job training in accordance with the Training Agreement.

18.19 Council will provide a level of supervision in accordance with the Training Agreement during the traineeship/apprenticeship period.

18.20 The apprentice and/or trainee will be permitted to be absent from work without loss of continuity of employment and/or waged to attend the training in accordance with the Training Agreement.

18.21 A full time trainee will be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, provided that a trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of Council. By agreement in writing, and with the consent of the relevant State Training Authority, 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.

18.22 A full time Apprentice will be engaged for a period up to 4 years depending on their level of achievement and skills when entering employment; inline with AQF IIII

18.23 Where the apprentice and/or trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement, then the Apprenticeship and/or Traineeship may be concluded by mutual agreement.

18.24

- (a) Council will not terminate the trainee's or apprentice's service without providing written notice of the termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- (b) Where Council decides to terminate a Council funded apprentice and/or trainee notice will be provided in accordance with this Award.
- (c) Where Council chooses not to continue the employment of a apprentice and/or trainee upon the completion of the traineeship or apprenticeship, it will notify the relevant State Training Authority as appropriate, of its decision.

18.25 A trainee/apprentice who fails to complete the traineeship or apprenticeship or who cannot for any reason be placed in full-time employment on the successful completion of the traineeship, will not be entitled to any severance payments payable pursuant to clause 50.2 or provisions similar thereto.

D. Other Trainee employment (cadetships)



- 18.26 A trainee under this clause is employed as a cadet; where by full time work is supplemented with the acquisition of qualifications (government funded or council funded) that are aligned the development of professional qualifications.
- 18.27 Unless otherwise agreed, the maximum term of the cadetship is in accordance with table three.
- 18.28 Payment is made in line with table three and the required amount of time to complete the recognised study.
- 18.29 Recognised study pertains to a minimum level of qualification of AQF IV or as required for the role.
- 18.30 Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- 18.31 If the employment is to be continued beyond the training period upon the successful completion of training, the employee will proceed to the appropriate band and level in the structure.

### **PART 3**

#### **RATES OF PAY AND RELATED MATTERS**

##### **19. Skills Based System of Pay and Rates of Pay**

- 19.1 This Award has adopted a skills based structure consisting of four overlapped bands within which classifications have been broad banded into levels according to six key skill descriptors as defined within clause 20 Skill Descriptors.

The four bands are:

| No. | Band                            | Levels |
|-----|---------------------------------|--------|
| 1   | Operational                     | 4      |
| 2   | Administrative/Technical/Trades | 3      |
| 3   | Professional/Specialist         | 4      |
| 4   | Executive                       | 4      |

- 19.2. The Skills Based Salary Structure Described Above is Supported By a 24 Grade Salary System With Each Grade Comprising of an Entry Level and Three Progression Steps that Are Over and Above the Entry Level Rates of Pay for the Grade.
- 19.3 The salary system determines how employees at Council are paid. An employee will be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job. In relation to employees at Grade 14 and above, when moving from step 3 to step 4, the salary system rate of pay also recognises a performance rating of competent or above.
- 19.4 Positions are assigned a salary grade(s) within the structure. A position may extend across more than one grade in Council's salary system. The rates of pay for each grade are set out in the Table 1 of Schedule 1. The rates of pay in Table 1 of Schedule 1 are rates that have historically absorbed the defunct extra over award payments and the Broken Hill Allowance for all employees, Annual Leave loading for Salaried Office Employees and Wages Employees and the following allowances for Wages Employees:

Ceiling;

Chainsaw;

Confined Space;

Dead Animal;

Dirt;  
Early Start;  
Early Start - Pool;  
Jack Hammer;  
Laundry;  
Lead Bonus;  
Milk;  
Mowing;  
Noxious Weeds;  
Power Implement;  
Painter's spray;  
Qualification;  
Spreader;  
Trade Certificate;  
Toilet;  
Towing;  
Wet - General; and  
Wet - Garbage.

#### 19.5 Apprenticeships

- (a) The rates of pay set out in Table 2 of Schedule 1 are payable to employees of Council undertaking apprenticeships.
- (b) Upon reaching the age of 21 years and not having completed their apprenticeship, apprentices will be paid the minimum rate for adults provided under this Award.
- (c) Upon successful completion of the apprenticeship, an employee will proceed to the appropriate grade in the structure, if the employment is to be continued beyond the apprenticeship period.
- (d) In addition to the vocational training direction, Council will provide an apprentice with the conditions of the apprenticeship in writing and these conditions will include:
  - (i) the terms of the apprenticeship;
  - (ii) the course of studies to be undertaken by the apprentice;
  - (iii) the course of on the job training to be undertaken by the apprentice.
- (e) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, an apprentice will be refunded the amount of fees paid in respect of that year.

- (f) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, and receipts for text books prescribed for that year's work, an apprentice will be paid the cost of the prescribed text books or one hundred and fifty dollars (\$150.00) whichever is the lesser amount.

#### 19.6 Government funded traineeships

- (a) A government funded traineeship is subject to a Traineeship Agreement registered with the relevant State Training Authority.
- (b) The rates of pay payable to a government funded trainee will be as provided in Table 3 in Schedule 1.
- (c) The rates of pay in Table 3 in Schedule 1 are actual rates and will only apply to government funded trainees while they are undertaking an approved traineeship.
- (d) Council will ensure that government funded trainees are permitted to attend the training course or program provided for in the Traineeship Agreement and will ensure that trainees receive the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (e) A government funded trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend training in accordance with the Traineeship Agreement.

### 20. Skill Descriptors

The award's skills based bands, levels and grades are defined according to the following skill descriptors:

#### OPERATION BAND

##### 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.

##### Operational Band 1, Level 2 (Grades 1 to 4)

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.

Operational Band 1, Level 3 (Grades 5 to 7)

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.

Operational Band 1, Level 4 (Grades 8 to 10)

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.

ADMINISTRATIVE / TECHNICAL / TRADES BAND

Administrative / Technical / Trades Band 2, Level 1 (Grades 8 to 10)

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.

Administrative / Technical / Trades Band 2, Level 2 (Grades 11 to 13)

Authority and accountability:

Responsibility as a trainer/co-ordinator 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.

Administrative/Technical/Trades Band 2, Level 3 (Grades 14 to 16)

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.

**PROFESSIONAL / SPECIALIST BAND****Professional / Specialist Band 3, Level 1 (Grades 11 to 13)****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.

**Professional / Specialist Band 3, Level 2 (Grades 14 to 16)****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.

Professional / Specialist Band 3, Level 3 (Grades 17 to 19)

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.

**Professional / Specialist Band 3, Level 4 (Grades 20 to 21)****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.

**EXECUTIVE BAND****Executive Band 4 (Grades 22 to 24)****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.

### **20A. Annual Assessment and Progression Rules**

- 20.1 Employees will be assessed for progression through the salary range for their position annually.
- 20.2 At the time of each annual assessment, Council will advise the employee of the skills and/or any performance objectives required for the employee to progress to the next salary step and will review the employee's training needs.
- 20.3 An employee's progression from the entry level (Step 1) to Step 2, Step 3 and Step 4 will be based upon the acquisition and use of core skills and knowledge as specified in the relevant position description and skills matrix.
- 20.4 Progression through the salary system will be based on the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees will have access to progression based on the achievement of performance objectives relating to the position and communicated to the employee in accordance with subclause 20.2 above.
- 20.5 Progression will be subject to the employee achieving a skills/performance rating of competent or above, at the time of the annual assessment.
- 20.6 For employees at Grade 14 and above progression from Step 3 to Step 4 is subject to performance. Should an employee's performance be evaluated as marginal or inadequate the employee will not be eligible to progress to the next salary point.
- 20.7 Employees may appeal against their skills assessment and/or performance evaluation. Such appeals must be in writing to the General Manager within 10 days of the original assessment and/or evaluation. The General Manager may consult with applicable staff members before making a final determination.

Employees may access the Dispute Resolution Procedures of clause 44 as a means of resolving concerns in relating to skills assessments and/or performance evaluations.

- 20.8 Employees will have access to information regarding the grade, salary range and progression step of the position. The guidelines found in Schedule 3 to this Award have been established to assist the parties to the Award in relation to the operation of Council's Salary System and the progression of employees through Council's Salary System.

## **21. Allowances and Reimbursements**

### **21.1 Expenses**

- (a) All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with an employee's duties will be paid by Council.
- (b) Where practical the reimbursement be included in the next pay period.
- (c) The method and mode of travelling or the vehicle to be supplied or to be used will be arranged mutually between the Council and the employee.
- (d) Travel arrangements will be agreed between the Council and the employee.

### **21.2 Tools Allowance**

- (a) Tradespersons and apprentices will provide their own tools.
- (b) Tools will be replaced by Council or the cost to replace tools made by Council where:
  - tools are worn through proper use;
  - tools are stolen and such theft has been reported to the proper local police authority by the employee; and
  - where tools are damaged and the employees supervisor has authorised their replacement.
- (c) Otherwise, lost tools will be replaced by employees at their own expense.
- (d) Tradespersons who are required to work in a second trade will be supplied with the necessary tools for the second trade.

### **21.3 Community Language and Signing Work**

- (a) 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, will be paid an allowance in addition to the weekly pay. The quantum of the allowance is set out in the Table in Schedule 2.
- (b) The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (c) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents hearing difficulty. In this regard the employee is limited to identifying the resident's area of concern or inquiry and then providing basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (d) Such employees convey straightforward information relating to Council services, to the best of their ability. The Employees do not replace or substitute for the role of a professional interpreter or translator.
- (e) Such employees will record their use of a community language.

#### 21.4 First Aid Work

- (a) Where an employee is required by Council to be a designated first aid officer, Council will pay the fees associated with the attainment of such certificate.
- (b) Council will provide a sufficient number of properly equipped first aid boxes and one will be provided for use in cases of accident or sudden illness at each and every workplace where two or more persons are employed.
- (c) 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 then the employee will be paid an allowance as set out in the Table in Schedule 2.
- (d) Employees required by Council to relieve a first aid attendant will receive an allowance as set out in the Table in Schedule 2.

#### 21.5 Licence fees

- (a) For employees employed prior to 21 December 2015, Council will pay licence fees for all employees who as a requirement of the job must drive motor vehicles or are required by the Council to obtain a specific licence to enable them to do work required by the Council, up to 30 June 2018, after which time, they will be reimbursed in accordance with sub-clause 21.5(b), below.
- (b) For employees employed post 21 December 2015, where Council requires them to hold a drivers' licence other than a Class C (car) or Class R (Rider) licence, Council will reimburse the employee the difference between the cost of the licence and the cost of the Class C (car) licence.

### 22. Use of Skills

- 22.1 The use of skills provisions of this clause will only apply when Council direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. This may result in an employee being required to perform duties which may extend beyond those identified in their position description.
- 22.2 An employee directed to relieve in a position which is at a higher level within the salary system will be paid for that relief. The rate to be paid will be determined by considering the skills / experience applied by the employee relieving in the position but will 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.
- 22.3 Except as otherwise provided in sub-clause 22.4 payment for use of skills relieving in a higher paid position will 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. The higher rate is however payable when the employee is directed to relieve during a period which incorporates rostered days off and/or a public holiday.
- 22.4 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 will 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.
- 22.5 Where practicable, payment for relief work at a higher level must be authorised and determined in advance and the employee explicitly directed to relieve in the higher position.

### 23. Salary Packaging and Sacrifice

Council and the employee may agree on salary packaging and salary sacrifice arrangements with employees. Such arrangements will be committed to writing and signed by the parties.

## 24. Superannuation

24.1 In the absence of an employee electing a superannuation fund, employer superannuation contributions will be paid into the default fund being the Active Super Superannuation Scheme (previously known as the Local Government Superannuation Scheme).

24.2 Salary Sacrifice Arrangements specific to Superannuation:

(a) For the purpose of this sub-clause:

(i) "Eligible employee" means an employee with at least five (5) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.

(ii) "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).

(iii) "LSL" means Long Service Leave.

(iv) "LSL Act" means *Long Service Leave Act 1955* (NSW).

(v) "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

(vi) "Superannuation Fund" means the Local Government Superannuation Scheme.

(b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.

(c) Any Excess LSL cashed out in accordance with this clause will be paid to the employee at the employee's ordinary rate of pay.

Example: A full time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

(d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

(e) Any Salary Sacrifice Arrangement made under this clause will not be treated as an approved benefit for superannuation purposes.

## 25. Payment of Employees

25.1 Employees will be paid fortnightly.

25.2 Council will be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.

25.3 An employee's ordinary pay will not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

## PART 4

### LEAVE PROVISIONS

#### 26. Annual Leave - General Provisions

- 26.1 Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and Council, having regard to operational requirements. Council must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 26.2 Council may direct an employee to take annual leave by giving at least four weeks' notice where the employee has accumulated in excess of ten weeks annual leave.
- 26.3 Council may direct an employee to take annual leave during a shut-down period by giving at least four weeks' notice prior to the proposed shut-down. The direction to take annual leave is conditional upon the employee having at least the equivalent amount of annual leave credited to them as the shut-down period. This clause should be read in conjunction with the provisions of the Annual Holidays Act 1944 (NSW).

#### Option to cash out

- 26.4 An employee and an employer may agree to a payment in lieu of a period of annual leave to which the employee is entitled only if:
- (i) after the payment the employee will have an accrued annual leave entitlement of not less than four weeks; and
  - (ii) the payment in lieu of a period of annual leave is not less than the employee's ordinary pay; and
  - (iii) Where the request has been authorised, Council will deduct the equivalent amount of annual leave.
- 26.5 Periods of annual leave that are cashed out will not attract accruals.
- 26.6 Employees that are paid in lieu of annual leave will not be disadvantaged nor obtain a windfall gain in relation windfall gain in relation to superannuation contributions
- 26.7 The employee will make a written application to Council.

#### Annual leave at full pay, half pay or double pay:

- 26.8 An employee who is entitled to annual leave may, with the consent of the employer, take annual leave:
- (i) on full pay; or
  - (ii) on half pay; or
  - (iii) on double pay.
- 26.9 When an employee takes annual leave, the leave entitlement will be deducted on the following basis:
- (i) a period of leave on full pay – the number of days so taken; or
  - (ii) a period of leave on half pay – half the number of days so taken; or
  - (iii) a period of leave on double pay – twice the number of days so taken.
- 26.10 When an employee takes annual leave, the period of service for the purpose of leave accruals will be:

- (i) a period of leave on full pay – the number of days so taken; or
- (ii) a period of leave on half pay – half the number of days so taken; or
- (iii) a period of leave on double pay – the number of days so taken.

26.11 The entitlement to take annual leave at double pay is only available to an employee if, after taking the period of leave, the employee will have an accrued annual leave entitlement of not less than four (4) weeks.

26.12 Employees that take annual leave at half pay or double pay will not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

## **27. Annual Leave**

27.1 Employees engaged prior to 21 December 2015 accrue annual leave in a twelve-month period as follows,

- (a) Salaried office employees accrue annual leave at the rate of six (6) weeks per annum;
- (b) Wages employees accrue annual leave at the rate of five (5) weeks per annum.

27.2 Employees engaged on or after 21 December 2015 accrue annual leave in a twelve-month period as follows:

- (a) salaried office employees accrue annual leave at the rate of five (5) weeks per annum;
- (b) Wages employees accrue annual leave at the rate of five (5) weeks per annum.

## **28. Annual Leave - Waste Services Employees Engaged Prior to 1 July 2022**

28.1 Waste Services employees engaged prior to 1 July 2022 accrue annual leave in a twelve-month period as follows as long as they remain employed in the same position within Waste Services:

- (a) Five (5) weeks annual;
- (b) A further two weeks in recognition of one weeks' worth of time worked on public holidays. The time worked for this period is to be paid at the employees' ordinary rate of pay;
- (c) A total period in the aggregate will not exceed seven (7) weeks in all but this seven (7) weeks if the employee so desires is to be taken at the one time;
- (d) As to other time worked on holidays, the employee will be entitled to be paid for such time pursuant to the provisions of sub-clause 38.3 of this Award; and
- (e) Notwithstanding this clause, Council and an employee affected by this clause may agree for the employee to receive their annual leave pursuant to clause 27 rather than this clause.

## **29. Long Service Leave**

29.1 An employee of council will be entitled to Long Service Leave at ordinary 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    |

- 29.2 Where an employee has completed more than five years' service with Council and is terminated for any cause, long service leave will be deemed to have accrued for the employee's total length of service and an amount equivalent to such 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.
- 29.3 Where an employee has completed more than five (5) years' service with the employer, the employee will be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application will not be unreasonably refused.
- 29.4
- (a) An employee who is entitled to long service leave may, with the consent of the council, take long service leave:
    - (1) on full pay; or
    - (2) on half pay; or
    - (3) on double pay.
  - (b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
    - (1) a period of leave on full pay - the number of days so taken; or
    - (2) a period of leave on half pay - half the number of days so taken; or
    - (3) a period of leave on double pay - twice the number of days so taken.
  - (c) When an employee takes long service leave, the period of service for the purpose of leave accruals will be as follows:
    - (1) a period of leave on full pay - the number of days so taken; or
    - (2) a period of leave on half pay - half the number of days so taken; or
    - (3) a period of leave on double pay - the number of days so taken.
  - (d) Employees that take long service leave at half pay or double pay will not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- 29.5 Employees who were in the Council's employ as at 1st January 1964 and who had at that date completed less than fifteen (15) years' service:
- (a) For the period between 1st January 1964 and the date on which they completed or will complete a total of 15 years' service in all, their long service leave will be calculated on the basis of 13 weeks' long service leave for ten (10) years' service;
  - (b) Thereafter long service leave is to be calculated on the basis of 22 weeks for ten years' service.
- 29.6 Long service leave will be taken at a time mutually convenient to Council and the employee in minimum periods of one week provided that all long service leave accruing on or after the first pay period commencing on or after 16 March 2010 will be taken within five years of it falling due.
- 29.7 Payment to an employee proceeding on long service leave will be made by Council at the employee's ordinary 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.



- 29.8 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 will be deemed to have entered upon leave at the date of termination of the employment and will be entitled to payment accordingly.
- 29.9 An employee who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. Excess Long Service Leave means the long service leave that an employee has accrued under the Award that is on excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of .0867 weeks per year of service.
- Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.
- 29.10 There will be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.
- 29.11 Long service leave will be exclusive of annual leave and any other holidays as prescribed by this Award, occurring during the taking of any period of long service leave.
- 29.12 When the service of an employee is terminated by death the council will 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.
- 29.13 Where an employee's service is terminated through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by Broken Hill City Council within 12 months of termination of service, prior service will be counted for the purpose of this clause.
- 29.14 In calculating the entitlement to long service leave; this Agreement must be read in conjunction with Regulation 406A of the Local Government (General) Regulation 2005 as amended.
- 29.15 In special circumstances Council may dispense with the requirements of subclause 29.6 and allow periods of less than one (1) week.

### 30. Sick Leave

- 30.1 An employee is entitled to three (3) weeks' paid sick leave for each year of service, at the ordinary rate of pay. Sick leave is cumulative in that it will accumulate from year to year and may be taken in any subsequent year.
- 30.2 Employees who are absent from work due to a personal illness/injury will have access to sick leave with pay subject to the following:
- (i) An employee will notify their immediate supervisor by way of telephone call, within one (1) hour, where possible, of the employee's usual start time, of the employee's inability to attend on account of personal illness/injury. The employee will provide the supervisor with the estimated duration of the absence.
  - (ii) An employee will be required to provide a medical certificate or statutory declaration of the illness/injury where the period of absence is for more than two (2) consecutive working days and/or where Council identifies that there is a pattern of absence and/or where Council has reason to believe that the employee's absence is not consistent with the appropriate use of personal leave.
  - (iii) In each year of service, proof of illness or injury to justify payment will not be required for the first five (5) separate periods of absence, provided such periods are not more than two (2) working days unless:

- (a) It is reasonable for the employer to require the employee to provide proof of illness or injury having regard to the employee's pattern of sick leave and/or amount of sick leave taken by the employee, and
  - (b) The employer has provided the employee with prior written notice of the requirement to provide proof of illness or injury.
  - (iv) Following five (5) separate periods of absence, proof of illness to justify payment will be required. Proof of illness will require the provision of a medical certificate. In the circumstances where it is unpracticable to obtain a medical certificate, a statutory declaration will be required.
- 30.3 Employees who are absent from work due to personal illness/injury and who submit a medical certificate to that effect, will be entitled to all benefits of this Award until their accumulated sick leave is exhausted. For a period of three months after that they will be entitled to payment of any public holidays which fall due but after the elapse of such period of three months they will cease to be entitled to any benefits under this Award until they return to work.
- 30.4 All employees who have accrued untaken sick leave at the time of retirement or termination of employment will be paid for such accrued leave, such payment to be calculated at the wage rate applicable at the date of retirement or on termination of employment in accordance with the following:
- (a) One half (1/2) of sick leave accrued between 1 January 1960 and 19 March 1973;
  - (b) Three quarters (3/4) of sick leave accrued between 20 March 1973 and 31 March 1980;
  - (c) The whole of sick leave accrued between 1 April 1980 and 31 January 1985; and
  - (d) The whole of two (2) of the three (3) weeks per annum of the sick leave accrued from 1 February 1985 up until 31 March 1994.
- The benefits accruing from this subsection will be applied to persons employed on a full-time basis by Council as at 31 March 1994 but not to persons employed subsequent to that date.
- 30.5
- (a) Any employee who becomes sick or is injured whilst on annual leave and produces within a reasonable time, no later than the conclusion of the annual leave, a doctor's certificate which satisfactorily indicates to Council that the employee was unable to derive benefit from their annual leave, may be granted, at a time convenient to Council, additional leave equivalent to the period of sickness or injury.
  - (b) The re-crediting of annual leave will only apply in cases where the period which Council is satisfied that the employee was unable to derive benefit from the annual leave was at least seven (7) consecutive days.

### **31. Carer's Leave**

- 31.1 Use of Sick Leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause 31.6 below who needs the employee's care and support will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 30 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.
- 31.2 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.
- 31.3 Where more than ten days sick leave in any year is to be used for caring purposes the council and employee will discuss appropriate arrangements which, as far as practicable, take account of Council's and the employee's requirements.

31.4 Where the parties are unable to reach agreement the grievance and disputes procedures at clause 45 of this Award should be followed.

31.5 The employee will, 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 and support 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.

31.6 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.

31.7 An employee may elect, with the consent of Council, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 31.6(b) above who is ill or who requires care due to an unexpected emergency.

31.8 An employee will, wherever practicable, give 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 will notify the employee's supervisor by telephone of such absence at the first opportunity on the day of absence.

31.9 Carer's Entitlement for Casual Employees

- (a) Subject to the evidentiary and notice requirements in sub-clauses 31.5 and 31.8 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 sub-clause 31.6(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) Council and the employee will agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not to engage a casual employee are otherwise not affected.

31.10 Time off in Lieu of Payment for Overtime: An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of clause 14 of this Award for the purpose of providing care and support for a person in accordance with subclause 31.6 above.

31.11 Make-up time: An employee may elect, with the consent of 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 this Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 31.6 above.

31.12 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 31.6 above. Such leave will be taken in accordance with clauses 27, 28 and 29, Annual Leave and clause 35 Leave Without Pay of this Award.

## **32. Bereavement Leave**

32.1 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 will be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed 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.

32.2 Bereavement Entitlements for Casual Employees

- (a) Casual employees who are rostered to work will provide satisfactory evidence to Council that

they are unavailable to attend work as a result of the death in Australia of a person prescribed in subclause 32.1 paragraphs (a)-(e) above.

- (b) Council and the employee will agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual employee are otherwise not affected.

### 32.3 Representation at Funeral

- (a) Council will permit two employees selected by the Union of which the deceased was a member to attend an employee's funeral and the two employees will be entitled to receive payment for reasonable time lost in attending the funeral.

32.4 Employees on a period of annual leave, who would have otherwise qualified for bereavement leave prescribed by this Award, will be paid bereavement leave in accordance with Clause 32 of this Award and have up to a maximum of two days annual leave re-credited to their accruals.

32.5 In the event that an employee finds it necessary to travel a distance exceeding 200 kilometres from Broken Hill to attend the funeral of person prescribed in subclause 32.1 paragraphs (a)-(e) above, then the two days paid leave provided by sub-clause 32.1 will be increased to three days.

32.6 Upon receipt of an application by an employee to attend the funeral of a person who is not a person prescribed in sub-clause 32.1 paragraphs (a)-(e) above, Council will grant two (2) hours leave without pay to the employee to attend the funeral, provided that the leave granted will commence and terminate at the site of the job upon which the employee is employed.

## 33. Parental Leave

### 33.1 General

Relationship with federal legislation - Clauses 33.1, 33.2, 33.3, and 33.5 of this award will apply in addition to:

- (a) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and
- (b) the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

unpaid parental leave, including unpaid adoption leave

unpaid special maternity leave

transfer to a safe job and no safe job leave

### Requests for Flexible Working Arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act 2009*, will apply.

### 33.2 Paid Parental Leave

- (a) Definitions - in this clause:

- (i) PPL instalments will mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
  - (ii) Dad and Partner Pay will mean instalments paid under Chapter 3A of the *Paid Parental Leave Act 2010* (Cth).
  - (iii) parental leave make-up pay will mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours will be deemed to be the average weekly number of ordinary hours worked during the 12 month period.
- (b) Eligibility
- This clause will apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth), and who has had 12 months continuous service with the Council immediately prior to the commencement of paid parental leave.
- (c) Entitlement to parental leave make-up pay
- (i) An employee will be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
  - (ii) Parental leave make-up pay will be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
  - (iii) Re-qualification period - An employee will not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.
- (d) Employee's right to choose
- (i) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under clause 33 of this Award may elect to receive paid maternity leave and /or paid special maternity leave in accordance with the provisions of this Award in lieu of the entitlement to parental leave make-up pay under this award, provided the re-qualification period in subclause (iii) above will apply.
  - (ii) This subclause will not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

### 33.3 Dad and Partner Pay Make-Up Pay

- (a) An employee will be entitled to Dad and Partner Pay make-up pay for the period that they are receiving Dad and Partner Pay instalments, up to a maximum of 2 weeks.
- (b) Dad and Partner Pay make-up pay will be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
- (c) Re-qualification period - An employee will not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 9 months since their previous period of Dad and Partner Pay make-up pay.

### 33.4 Adoption Leave

(a) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

(b) Pre-adoption Leave

(i) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

(ii) An employee who is entitled to a period of paid pre adoption leave is entitled to take the leave as:

- (1) single continuous period of up to 2 days; or
- (2) any separate periods to which the employee and council agree.

(c) Adoption Leave

(i) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

(ii) Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

(iii) This subclause will not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

33.5 Casual Re-engagement

(a) Council must not fail to re-engage a regular casual employee as defined in section 53(2) of the *Industrial Relations Act 1996* (NSW) because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

(b) The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this sub-clause.

### 34. Paid Maternity Leave

34.1 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.

34.2 Paid maternity leave will 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.

34.3 Paid special maternity leave will 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.

34.4 An employee will 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.

- 34.5 The employee may choose to commence paid maternity leave before the expected date of the birth.
- 34.6 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.
- 34.7 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.
- 34.8 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.
- 34.9 Where an employee has completed ten years continuous service, the period of unpaid maternity or adoption leave will count as service for long service leave purposes, provided that the unpaid maternity or adoption leave does not exceed six months. For employees with less than ten years continuous service periods of unpaid maternity or adoption leave do not count as service for long service leave purposes.
- 34.10 Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- 34.11 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.
- 34.12 Paid maternity leave and paid special maternity leave will 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 will also be paid at half pay. Further, all entitlements will accrue during periods of leave at half pay on a proportionate basis.
- 34.13 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.
- 34.14 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.
- 34.15 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.
- 34.16 Unpaid adoption leave
- (a) An employee who qualifies for paid adoption leave pursuant to the provisions of sub-clause 33.4(c) is entitled to unpaid adoption leave as follows:
- (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;



- (ii) where the child is over the age of 12 months - a period of up to 12 months, such period however is to be agreed upon by the employee and the Council.

### **35. Leave Without Pay**

If an employee has exhausted all available relevant leave entitlements then approved leave without pay will be taken at a time convenient to Council and the employee and will not be counted as service for holidays, long service leave, sick leave and annual leave. However, leave without pay will not break continuity of service.

### **36. Family and Domestic Violence Leave**

The employer may grant special leave, either with or without pay, to an employee for a period as determined by the employer to cover specific matters approved by the General Manager in relation to leave for victims of family and domestic violence.

Any period of leave without pay will not be regarded as service for the purpose of computing entitlements under this award. Such periods of leave without pay will not however constitute as break in the employee's continuity of service.

### **37. Flexibility for Work and Family Responsibilities**

- 37.1 An employee, other than a casual employee, may request flexible work and leave arrangements to enable the individual employee to attend to work and family responsibilities.
- 37.2 An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union.
- 37.3 Council and the Union will not unreasonably withhold agreement to flexible work and leave arrangements, provided Council's operational needs are met.
- 37.4 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.
  - (i) purchased additional annual leave arrangements
- 37.5 The terms of a flexible work and leave arrangement will be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.
- 37.6 Any such agreement will not apply to new or vacant positions.

### **38. Public Holidays**

- 38.1 Employees will have holidays without loss of pay on New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas

Day; Boxing Day; Picnic Day (which will be held on Melbourne Cup day each year) and any other gazetted holiday.

- 38.2 In addition to the days provided for in sub-clause 38.1 above employees who are Aboriginal and Torres Strait Islanders will be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide the employer with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.
- 38.3 Payment for work that is rostered in advance on a public holiday will be paid at triple time, inclusive of the days pay.
- 38.4 If a holiday falls on an employee's rostered day off under a seven day rotating roster, the employee will be paid an additional ordinary day's pay, or Council may grant a day's leave, without loss of pay, at a mutually convenient time.
- 38.5 Any employee who is called in to work on a public holiday or on Easter Saturday will be paid a minimum of four (4) hours at the rate of double time and a half, exclusive of payment for the public holiday.
- 38.6 An employee attending a Technical College as an approved student on a public holiday, picnic day or NAIDOC day will receive a day in lieu.
- 38.7 Where a holiday identified in subclause 37.1 falls on a Saturday or Sunday and the State Government does not gazette another day, the holiday will be observed on the day it falls.

### **39. Trade Union Training Leave**

Council will agree to release employees to attend an accredited trade union training course with pay and such agreement will not be unreasonably withheld, provided that Council will not be required to pay in excess of 10 days leave per annum.

### **40. Trade Union Conference Leave**

An employee of Council who is an accredited delegate to the Union's annual conference will be entitled to paid leave of absence for the duration of the conference and related travel, provided that should there be more than one accredited delegate per union, such leave with pay is at the discretion of Council.

### **41. Jury Service Leave**

- 41.1 An employee required to attend for jury service during the employee's ordinary working hours will 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.
- 41.2 An employee will notify the Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee will give council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### **42. Army Reserve Training**

Where an employee as a consequence of a written application approved by the Council loses time as a result of attending the annual camp of the Army Reserve the employer will make up the difference between the payment receivable from the Department of Defence and their wages.

## PART 5

### CONSULTATIVE COMMITTEE

#### 43. Consultative Committee Aim

- 43.1 The parties to the award are committed to consultative and participative processes. There will be a consultative committee at Council which will:
- (a) provide a forum for consultation between Council and its employees;
  - (b) positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

#### SIZE AND COMPOSITION

- 43.2 The size and composition of the consultative committee will be representative of Council's workforce and agreed to by Council and the local representatives from the unions.
- 43.3 The consultative committee will include but not be limited to employee representatives of each of the unions that are parties to the Consent Award and who have members employed at Council.
- 43.4 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.

#### SCOPE OF CONSULTATIVE COMMITTEES

- 43.5 The functions of the consultative committee will 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.
- 43.6 The consultative committee will not consider matters which are being or should be processed in accordance with clause 36 of the Award, Dispute Resolution Procedure.

#### MEETINGS AND SUPPORT SERVICES

- 43.7 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.
- 43.8 The consultative committee will meet as required.

## **PART 6**

### **DISCIPLINARY PROCEDURES**

#### **44. Disciplinary Procedures**

##### **A. EMPLOYEE'S RIGHTS**

Notwithstanding the procedures contained 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, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (a) the suspension shall not be for longer than is reasonably necessary to conduct a proper investigation.
  - (b) the suspension shall be limited to circumstances where suspected unsatisfactory work performance or conduct, if substantiated, would constitute a serious breach of the employer's code of conduct, policies, procedures, or the employee's contract of employment.
  - (c) 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.
  - (d) 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.
  - (e) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (f) The employer shall not unreasonably refuse an application for paid leave under this provision.
  - (g) By agreement an employee may be transferred to another position or place of work.
- (ii) Be entitled to request the presence of an Association and/or union representative at any stage.

##### **C. WORKPLACE INVESTIGATIONS**

- (i) The parties to the Award have agreed on guidelines ("guidelines") concerning workplace investigations.
- (ii) Failure to comply with the guidelines may be used as evidence that a person or employer has failed to

properly conduct or speedily conclude a workplace investigation. However, a person or employer cannot be prosecuted only because of a failure to comply with the guidelines.

- (iii) Upon becoming aware of possible unsatisfactory work performance or conduct by an employee the employer may decide to investigate.
- (iv) Workplace investigations are a process by which employers gather information to assist the employer to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- (v) When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that the employer should consider include:

The seriousness of the possible unsatisfactory work performance or conduct;

How recent the possible unsatisfactory work performance or conduct occurred;

Potential implications in not undertaking an investigation;

Whether there have been concerns, threats or allegations made against the employee previously by any complainant;

Whether the complaint itself has been copied to others, thereby indicating that any allegation about work performance or conduct may be vexatious, punitive or harassment; and

Whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).

- (vi) Employers shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

#### **D. DISCIPLINARY PROCEDURES**

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee and the employer will refer to and follow Councils Performance and Misconduct Policy, Discipline Procedure and associated documents.

#### **E. PENALTIES**

- (i) After complying with the requirements above, the employer will refer to and follow Councils Performance and Misconduct Policy, Discipline Procedure and associated documents when determining if appropriate penalties may/may not be warranted.

### **PART 7**

#### **DISPUTE RESOLUTION**

##### **45. Dispute Resolution Procedure**

- 45.1 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.
- 45.2 The union delegate will 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 will not be unreasonably withheld.
- 45.3 A grievance or dispute will be dealt with as follows:
  - (a) The employee(s) will notify the supervisor, or other authorised officers of any grievance or

dispute and the remedy sought, in writing.

- (b) A meeting will be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
- (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties will be held as soon as practicable.
- (d) If the matter remains unresolved the general manager will provide the employee(s) with a written response. The response will include the reasons for not implementing any proposed remedy.
- (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (f) If a dispute arises steps will be taken immediately to arrange a conference between Council and the Union or Unions concerned. No further action on the matter will be taken until the conference has been held and at least two ordinary working days have elapsed subsequent to the holding of such a conference.

45.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

45.5 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 will as far as practicable proceed as normal.

## **PART 8**

### **WORKPLACE CHANGE**

#### **46. Workplace Change**

##### **46.1 Definitions**

- (a) In this clause: “Significant effects” include:
  - termination of employment; or
  - major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - the loss of or reduction in, job or promotion opportunities or job tenure; or
  - the alteration of hours of work; or
  - the need for employees to be retrained or transferred to other work or locations; or
  - job restructuring. Provided that where the Award makes provision for the alteration of any of the matters referred to above such an alteration shall be deemed not to have significant effect.

##### **46.2 Pre-Proposal Stage**

- (a) An employer may consult with relevant employees and/or unions, where appropriate, when developing options for proposed workplace change.
- (b) Consultation under subclause (ii)(a) does not need to occur in writing.

##### **46.3 Proposal Stage**

- (a) Employer's duty to notify a proposed workplace change that is likely to have significant effects – Subject to the exceptions identified at subclause (v) of this clause, where the employer proposes a workplace change that is likely to have significant effects, the employer shall provide notice in

writing and transmitted electronically (where available), to the employees who may be affected by the proposed change and the unions to which they belong at least twenty-eight (28) days prior to making a definite decision.

- (b) Notice of proposed workplace change under subclause (iii)(a) shall include:
- (1) the nature of the proposed change;
  - (2) the reasons for the proposed change;
  - (3) the positions likely to be affected; and
  - (4) such other information as is reasonable in the circumstances.
- (c) Employer's duty to discuss proposed workplace change – The employer shall discuss with the employees likely to be affected and the unions to which they belong, what effects the proposed change is likely to have on the employees and any alternative proposals. The employer shall give prompt consideration to matters raised by the employees and their unions in relation to the proposed change. These discussions shall commence as early as practicable.
- (d) The employer shall provide all relevant information to the employees and the union to which they belong.
- (e) The employer may reconsider the original proposed workplace change.
- (f) Competitive tendering – Where employees who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reasons in writing.

#### 46.4 Decision and Implementation Stage

- (a) Employer's duty to notify a definite decision that has significant effects – Subject to the exceptions identified at subclause (v) of this clause, where the employer has made a definite decision to introduce major workplace change that has significant effects on employees, the employer shall provide notice in writing and transmitted electronically (where available), to the employees who will be affected by the change and the unions to which they belong at least seven (7) days before a definite decision is implemented.
- (b) The purpose of the Decision and Implementation Stage is for the employer to discuss with affected employees and the unions to which they belong, measures to minimise or mitigate the adverse effects of the definite decision. At this Stage the employer is not bound to give any further consideration to matters raised by the employees and their unions in relation to the proposed workplace change.
- (c) Notice of a definite decision under subclause (iv)(a) shall include (where applicable):
- (1) the nature of the definite change;
  - (2) the reasons for the definite change;
  - (3) the positions to be affected;
  - (4) in the case of termination of employment:
    - The number and category of employees whose employment is to be terminated; and
    - The period over which the terminations are likely to be carried out;
  - (5) such other information as is reasonable in the circumstances.
- (d) Employer's duty to discuss – The employer shall discuss with the employees affected and the

unions to which they belong, measures to avert or mitigate any adverse effects of the change on employees and shall give prompt consideration to matters raised by employees and their unions.

- (e) The discussions shall take place as soon as practicable after the employer has made a definite decision and shall cover measures to avoid or minimise any adverse effects on the employees. Measures to mitigate adverse effects on employees may include, consideration of re-training opportunities; redeployment (including redeployment into positions occupied by casual and labour hire staff); 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.
- (f) Implementation – Subject to subclause (v) of this clause, the employer shall not implement a definite decision to introduce major workplace change that has significant effects on employees until the obligations under subclauses (iv)(a) and (iv)(d) of this clause have been met.

#### 46.5 Exceptional circumstances

- (a) Notwithstanding the provisions of subclauses (iii) and (iv) of this clause, workplace change may be implemented in accordance with the timelines in column B that relate to the circumstances set out in column A in the table below:

| <b>A</b>                                                                              | <b>B</b>                                      |
|---------------------------------------------------------------------------------------|-----------------------------------------------|
| If affected employees consent to workplace change                                     | Immediately                                   |
| If all unions with coverage of the affected employees consent to the workplace change | Immediately                                   |
| Exceptional Circumstances                                                             | 14 days after the provision of Written Notice |

- (b) For the purpose of this subclause Exceptional Circumstances refers to workplace change that is the result of something that is unexpected and beyond the employer's control that results in a significant loss of funding for positions or no useful work for employees in the foreseeable future.
- (c) For the purpose of this subclause Written Notice means notification that is in writing and transmitted electronically (where available) to the employees affected by the change and the unions to which they belong. The Written Notice shall include (where applicable):
- (1) the nature of the definite change;
  - (2) the reasons for the definite change;
  - (3) the positions to be affected;
  - (4) in the case of termination of employment:
    - The number and category of employees whose employment is to be terminated; and
    - The period over which the terminations are likely to be carried out;
  - (5) such other information as is reasonable in the circumstances.”

## PART 9

### TERMINATION OF EMPLOYMENT AND REDUNDANCY

#### 47. Termination of Employment

- 47.1 Council and/or the employee will give a period of notice of intention to terminate employment in accordance with the following scale or by payment in lieu thereof:



| Length of service             | Period of notice |
|-------------------------------|------------------|
| Less than 2 years             | 2 weeks          |
| 2 years and less than 3 years | 3 weeks          |
| 3 years and less than 5 years | 4 weeks          |
| 5 years and beyond            | 5 weeks          |

- 47.2 The period of notice in the table in sub-clause 47.1 must be increased by one (1) week if the employee is over forty five (45) years old and has completed at least two (2) years of continuous service with Council. The employee is not required to provide an additional weeks notice.
- 47.3 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed clauses 47.1 and 47.2 will not apply.
- 47.4 Nothing in clause 47.1 prevents the Council and employee from agreeing to a lesser period of notice.
- 47.5 Except where otherwise provided, the above requirements do not apply when clauses 49 or 50 (Redundancy) apply.

#### **48. Redundancy - General Application, Process and Consultation**

- 48.1 It is agreed that the inclusion of this clause in the Award does nothing whatsoever to vary or influence the understanding that the strongest endeavours of the Council and the relevant union(s) and the employees affected will be directed to ensuring that all employees are placed in alternative permanent employment and that the implementation of this clause will not in any manner be used to influence or encourage any employee to terminate employment before every practical effort has been made by all parties to have an employee who may otherwise be deemed redundant placed in an alternative job.
- 48.2 Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequent of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time, or for a specific task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.
- 48.3 Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one years' continuous service and the general obligation on Council will be not 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.
- 48.4 Where Council has made a definite decision to introduce changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council will notify the employees who may be affected by the proposed changes and the union to which they belong.
- 48.5 Council's duty to discuss change:
- (i) Council will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union(s) in relation to the changes.
  - (ii) The discussion will commence as early as practicable after a decision has been made by the employer to make the changes.
  - (iii) For the purpose of such discussions, Council will provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that Council will not be required to disclose confidential

information, the disclosure of which would adversely affect Council.

- 48.6 A "redundant employee" means a person who is employed on a permanent basis by Council whose services will become redundant on account of the introduction or proposed introduction by the Council of mechanisation or technological changes or the reorganisation of the Council's structure, systems or methods of operation and when the Council concludes that in co-operation with the Unions and the employee that it has been unsuccessful in providing alternative employment.

This definition will not apply to any person engaged by the Council on a temporary, casual or short term basis or any person engaged to work on a special employment projects such as government funded unemployment relief programmes or the like.

- 48.7 In every case, potentially redundant employees will be retrained to fill permanent position which are available or about to become available in the Council's work forces in any of the Council's various departments.
- 48.8 The Council will retrain the employee for a reasonable period at all times receiving the earnest co-operation of the employee in acquiring the new skills intended to be achieved by the training.
- 48.9 Whenever practicable and in accordance with normal practice, the necessary retraining will be carried out by the Council in its time and at its expense. If the Council considers that "in house" training should be supplemented by training at an outside institution (e.g. the Broken Hill Technical College), all reasonable costs of such additional training will be met by the employer. If the training at the outside institution is available in "out of normal work hours", the employee will be required to attend that training in their own time without additional payment of time off in lieu. The costs of training will in such circumstances be met by the Council.
- 48.10 In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay higher than that previously paid to them, such rate of pay will apply from the date of that employee's transfer.
- 48.11 In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay lower than that previously paid to them, such lower rate will not apply until 13 weeks after the date of the employee's transfer. Where an employee is transferred to lower paid duties as a result of the introduction of changes in production, program, organisation, structure or technology, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and Council may, at its own discretion make payment in lieu thereof, an amount equal to the difference between the former ordinary time rate of pay, and the new ordinary time rate for the number of weeks notice still owing.
- 48.12 Shift allowances will not be taken into account when comparing the rate of pay for the purposes of subclauses 48.10 and 48.11.
- 48.13 Having regard to the intention of all parties that no person will become redundant, if it is not possible to retrain a potentially redundant employee to new duties, an employee will become redundant and the Council will give such employee four (4) weeks' notice of the termination of their employment.
- 48.14 Council may summarily dismiss an employee without notice for neglect of duty or misconduct in which case wages will be paid up to the time of dismissal only. The rights of the Council will not be prejudiced by the fact that the employee has been given notice of the termination of their employment pursuant to clause 48.13.

In the event of dispute arising over the Council's action with regard to summary dismissal, the relevant union will on submission of a request to that effect in writing be entitled to seek a meeting with the Council at the earliest practicable date to discuss the matter.

- 48.15 This sub-clause will apply to redundant employees as defined in sub-clause 48.1 Nothing contained in this clause will be construed to mean that the Council will not be entitled to dismiss an employee in the ordinary course of its business without being required to give the notice mentioned in sub-clause 48.13.

and 48.14, or to make the severance payments mentioned in the relevant subclauses 49.2 or 50.2.

48.16 If Council fails to give any such notice in full:

- (a) it will pay the employee at the ordinary rate of pay applicable to them for a period equal to the difference between the full period of notice and the period of notice actually given; and
- (b) the period of notice required by this sub-clause to be given will be deemed to be service with the Council for the purpose of calculating long service leave and annual leave entitlements (but not sick leave).

48.17 Where a decision has been made to terminate an employee due to redundancy, Council will provide the employee with an "Employment Separation Certificate" and a statement of service. Furthermore, where 15 or more employees are made redundant, Council will notify Centrelink as soon as possible, giving the 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.

48.18 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount (or no amount) of severance pay than that contained in the relevant sub-clause 49.2 or 50.2. The Industrial Relations Commission will have regard to such financial and other resources of Council as the Commission thinks relevant and the probable effect paying the amount of severance pay in the relevant subclause 49.2 or 50.2 will have on Council.

48.19 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount of severance pay than that contained in the relevant sub-clause 49.2 or 50.2 if Council obtains acceptable alternative employment for an employee.

48.20 Whenever a redundant employee whose services have been terminated will be re-employed by the Council, the period of their employment will thereafter be deemed for all purposes to have commenced on the date of their re-employment.

48.21 A redundant employee who is a contributor to the Local Government Superannuation Scheme may anticipate Council's assistance in completing documentation for submissions to the Local Government Superannuation Board.

#### **49. Redundancy - Employees Engaged Prior to 21 December 2015**

49.1 As of 16 March 2010 should the need arise to calculate the redundancy entitlements of aged and community care employees this will be done by referring to the entitlement identified at clause 49.2, that being the entitlement as of 16 March 2010 in addition to any further entitlements accrued from 16 March 2010 to the date of the proposed termination in accordance with the table at subclause 49.2.

49.2 A redundant employee will be entitled to severance allowances calculated as follows:

All such redundant employees will receive a minimum of six weeks' pay.

All such redundant employees will receive an additional payment at the rate of three (3) weeks' pay for each completed year of service, plus a pro-rata payment for each additional completed month of service. The number of weeks' pay due to any such redundant employee in respect of completed years of service will be:

| Completed Year of Service | Scale of Payments (Weeks) | Completed Year of Service | Scale of Payments (Weeks) |
|---------------------------|---------------------------|---------------------------|---------------------------|
| 1                         | 9                         | 26                        | 84                        |
| 2                         | 12                        | 27                        | 87                        |
| 3                         | 15                        | 28                        | 90                        |
| 4                         | 18                        | 29                        | 93                        |
| 5                         | 21                        | 30                        | 96                        |
| 6                         | 24                        | 31                        | 99                        |

|    |    |    |     |
|----|----|----|-----|
| 7  | 27 | 32 | 102 |
| 8  | 30 | 33 | 105 |
| 9  | 33 | 34 | 108 |
| 10 | 36 | 35 | 111 |
| 11 | 39 | 36 | 114 |
| 12 | 42 | 37 | 117 |
| 13 | 45 | 38 | 120 |
| 14 | 48 | 39 | 123 |
| 15 | 51 | 40 | 126 |
| 16 | 54 | 41 | 129 |
| 17 | 57 | 42 | 132 |
| 18 | 60 | 43 | 135 |
| 19 | 63 | 44 | 138 |
| 20 | 66 | 45 | 141 |
| 21 | 69 | 46 | 144 |
| 22 | 72 | 47 | 147 |
| 23 | 75 | 48 | 150 |
| 24 | 78 | 49 | 153 |
| 25 | 79 | 50 | 156 |

49.3 For the purposes of this sub-clause "a week's pay" will be deemed to be the week's pay presently used as the basis for calculation of annual leave entitlements.

49.4 All such redundant employees will be paid the value of their accrued sick leave calculated in accordance with the terms of this Award together with the value of all payments legally due to them in respect of annual leave and/or long service leave entitlements.

#### **50. Redundancy - Employees Engaged on or after 21 December 2015**

50.1 This clause applies to all employees whose employment commenced with Council on or after 21 December 2015 and whose employment has been terminated due to redundancy.

50.2 In addition to any required period of notice, and subject to the provisions of clause 48, the employee will be entitled to the following severance payments in accordance with the table. 'A week's pay' will have the same meaning as in clause 49.3 of this Award.

| Completed Year of Service | Scale of Payments<br>(Weeks) |
|---------------------------|------------------------------|
| 1                         | 9                            |
| 2                         | 12                           |
| 3                         | 15                           |
| 4                         | 18                           |
| 5                         | 21                           |
| 6                         | 24                           |
| 7                         | 27                           |
| 8                         | 30                           |
| 9                         | 33                           |
| 10                        | 36                           |
| 11                        | 39                           |
| 12                        | 42                           |
| 13                        | 45                           |
| 14                        | 48                           |
| 15                        | 51                           |
| 16                        | 54                           |
| 17                        | 57                           |
| 18                        | 60                           |
| 19                        | 63                           |

|    |     |
|----|-----|
| 20 | 66  |
| 21 | 69  |
| 22 | 72  |
| 23 | 75  |
| 24 | 78  |
| 25 | 79  |
| 26 | 84  |
| 27 | 87  |
| 28 | 90  |
| 29 | 93  |
| 30 | 96  |
| 31 | 99  |
| 32 | 102 |
| 33 | 105 |

## PART 10

### MISCELLANEOUS

#### 51. Work, Health and Safety

- 51.1 Council will provide a safe place of work and work practices in accordance with the provisions of the *Workplace Health and Safety Act 2011* (NSW).
- 51.2 Council will make appropriate provision for employees with regard to accommodation and shelter and will satisfy the provisions of the *Workplace Health and Safety Act 2011* (NSW) and Regulations.
- 51.3 Council will supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that will satisfy the relevant legislation. Safety footwear and leather boot laces will be replaced by Council on a sharp for blunt basis.
- 51.4 All new graders, loaders, backhoes, trucks and rollers will be fitted with air conditioning where practicable.
- 51.5 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties will be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- 51.6 Council will provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- 51.7 Where any acidic or caustic products are used by employees, adequate facilities will be provided to enable them to wash any affected areas and an adequate quantity of barrier cream will be provided.
- 51.8 Employees will be supplied cool drinking water throughout the day.
- 51.9 No employee will be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 51.10 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 will be compensated by Council to an agreed amount.

#### 52. Labour Hire and Contract Businesses

- 52.1 For the purposes of this subclause, the following definitions will apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company,

partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to a council for the purpose of such staff performing work or services for that other council.

- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by 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.

52.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on Council's premises then Council will do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

52.3 Nothing in this sub-clause of the Award is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work, Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

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

52.5 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.

### **53. Outsourcing**

53.1 When considering contracting out or outsourcing, Council will take into account the following:

- (a) Whether there are insufficient overall resources available to meet the current Council work commitment and timetable; or
- (b) Whether the failure to complete work in a reasonable time jeopardises the safety of the public or adversely impacts upon system performance; or
- (c) Whether the use of outsourced or contract work is commercially the most advantageous option taking into account: the quality, safety, performance, cost and overall strategic direction of Council.
- (d) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must provide written undertakings to comply and conform with:
  - (i) Council's safety, environmental and quality standards; and

- (ii) all Acts, Awards and Agreements affecting the employees of the Contractor.

#### **54. Further Education**

- 54.1 Apprentices and employees deemed to be approved students undertaking trades courses or certificate courses, part-time diploma or degree courses (including librarians) will be allowed time off to attend during working hours. The entitlement to time off is subject to the following conditions:
- (a) That period which are allowed will be limited to eight hours per week and will in no case exceed the lesson time needed to undertake the subjects set down in the syllabus for the course studied.
  - (b) A time sheet signed by the lecturer or the instructor covering these attendances will be produced by the student.
  - (c) All courses and awards required for continuing employment and advancement in career paths are to be paid for by Council upon successful completion.
- 54.2 On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate to their work a clerical employee will be refunded the fees paid in respect of that year.
- 54.3 On the production of a letter from the Principal of the institution concerned stating that they have satisfactorily completed a year's work in any subject of an approved course which is appropriate to their work, and receipts for text books prescribed for that year's work, a clerical employee will be paid the cost of the prescribed text books or fifty dollars (\$50.00), whichever is the lesser amount.
- 54.4 One set of the current S.A.A. Wiring Rules will be supplied to all electrical technicians.
- 54.5 Where, with the approval of Council, an employee undertakes a TAFE College, College of Advanced Education or University Course by correspondence and it is necessary in order to qualify under such course to undergo practical training or examination outside Broken Hill, the Council will reimburse travelling expenses incurred which do not exceed the cost of a first class return rail fare.

#### **55. Multiple Employment**

- 55.1 Where an employee is employed in a second position with the employer the second position may, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:
- (i) the positions involve different duties or are in different work function areas; and
  - (ii) the employee agreed to the employment in the second position.

Any existing agreements in place prior to 17 May 2018 will continue to operate unless varied by agreement.

### **PART 11**

#### **SAVINGS AND TRANSITIONAL**

##### **56. Leave Reserved and No Further Claims**

- 56.1 Leave is reserved for the parties to this Award to make application to the Industrial Relations Commission of New South Wales to amend this Award with provisions that facilitate:  
A seven (7) day spread of hours for all employees;

Junior Rates of pay for persons less than 21 years of age.

Camping out provisions and allowance

- 56.2 The parties undertake to engage in further discussions regarding employees receiving additional leave pursuant to clause 28 of this Award, and to work together to find a solution that assists Council to reduce its leave liabilities.
- 56.3 Except as otherwise provided in sub-clause 48.1, it is a term of this Award that the Union undertakes not to pursue any extra claims, Award or over Award, of a general nature, for the duration of the Award.
- 56.4 Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in Clause 14.4 to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast food sub-group (Cat No 6401.0).

## PART 12

### SCHEDULES

#### Schedule 1 - Weekly Rates of Pay and Allowances

**Table 1 - Weekly Rates of Pay for Entry Level**

| Grade | Step | FFPP on or after 1/7/2020 (2.75%)<br>\$ | FFPP on or after 1/7/2021 (2.75%)<br>\$ | FFPP on or after 1/7/2022 (4.00%)<br>\$ | FFPP on or after 1/7/2023 (3.25%)<br>\$ | FFPP on or after 1/7/2024 (3.25%)<br>\$ |
|-------|------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| 1     | 1    | 1,060.68                                | 1,089.84                                | 1,133.43                                | 1170.27                                 | 1208.30                                 |
|       | 2    | 1,079.80                                | 1,109.49                                | 1,153.87                                | 1191.37                                 | 1230.09                                 |
|       | 3    | 1,099.41                                | 1,129.65                                | 1,174.84                                | 1213.02                                 | 1252.44                                 |
|       | 4    | 1,119.50                                | 1,150.29                                | 1,196.30                                | 1235.18                                 | 1275.32                                 |
| 2     | 1    | 1,087.91                                | 1,117.83                                | 1,162.54                                | 1200.33                                 | 1239.34                                 |
|       | 2    | 1,107.67                                | 1,138.13                                | 1,183.66                                | 1222.12                                 | 1261.84                                 |
|       | 3    | 1,127.93                                | 1,158.95                                | 1,205.31                                | 1244.48                                 | 1284.93                                 |
|       | 4    | 1,148.84                                | 1,180.44                                | 1,227.66                                | 1267.56                                 | 1308.76                                 |
| 3     | 1    | 1,114.80                                | 1,145.46                                | 1,191.28                                | 1229.99                                 | 1269.96                                 |
|       | 2    | 1,135.23                                | 1,166.45                                | 1,213.11                                | 1252.53                                 | 1293.24                                 |
|       | 3    | 1,156.46                                | 1,188.27                                | 1,235.80                                | 1275.96                                 | 1317.43                                 |
|       | 4    | 1,178.73                                | 1,211.15                                | 1,259.60                                | 1300.53                                 | 1342.80                                 |
| 4     | 1    | 1,141.86                                | 1,173.26                                | 1,220.19                                | 1259.85                                 | 1300.80                                 |
|       | 2    | 1,163.50                                | 1,195.49                                | 1,243.31                                | 1283.72                                 | 1325.44                                 |
|       | 3    | 1,185.76                                | 1,218.37                                | 1,267.10                                | 1308.29                                 | 1350.81                                 |
|       | 4    | 1,209.36                                | 1,242.62                                | 1,292.32                                | 1334.33                                 | 1377.70                                 |
| 5     | 1    | 1,173.55                                | 1,205.82                                | 1,254.05                                | 1294.81                                 | 1336.89                                 |
|       | 2    | 1,196.39                                | 1,229.29                                | 1,278.46                                | 1320.01                                 | 1362.91                                 |
|       | 3    | 1,220.43                                | 1,254.00                                | 1,304.16                                | 1346.55                                 | 1390.31                                 |
|       | 4    | 1,245.54                                | 1,279.79                                | 1,330.98                                | 1374.24                                 | 1418.90                                 |
| 6     | 1    | 1,206.07                                | 1,239.24                                | 1,288.81                                | 1330.70                                 | 1373.95                                 |
|       | 2    | 1,230.39                                | 1,264.22                                | 1,314.79                                | 1357.52                                 | 1401.64                                 |
|       | 3    | 1,256.06                                | 1,290.61                                | 1,342.23                                | 1385.86                                 | 1430.90                                 |
|       | 4    | 1,282.76                                | 1,318.04                                | 1,370.76                                | 1415.31                                 | 1461.31                                 |
| 7     | 1    | 1,239.30                                | 1,273.38                                | 1,324.32                                | 1367.36                                 | 1411.80                                 |
|       | 2    | 1,265.17                                | 1,299.96                                | 1,351.96                                | 1395.90                                 | 1441.27                                 |
|       | 3    | 1,292.32                                | 1,327.86                                | 1,380.97                                | 1425.86                                 | 1472.20                                 |
|       | 4    | 1,320.82                                | 1,357.15                                | 1,411.44                                | 1457.31                                 | 1504.67                                 |
| 8     | 1    | 1,281.84                                | 1,317.09                                | 1,369.77                                | 1414.29                                 | 1460.25                                 |
|       | 2    | 1,309.82                                | 1,345.84                                | 1,399.67                                | 1445.16                                 | 1492.13                                 |
|       | 3    | 1,339.11                                | 1,375.94                                | 1,430.98                                | 1477.48                                 | 1525.50                                 |
|       | 4    | 1,369.34                                | 1,406.96                                | 1,463.24                                | 1510.79                                 | 1559.89                                 |



|    |   |            |          |          |         |         |
|----|---|------------|----------|----------|---------|---------|
| 9  | 1 | 1,325.97   | 1,362.43 | 1,416.93 | 1462.98 | 1510.53 |
|    | 2 | 1,355.82   | 1,393.11 | 1,448.83 | 1495.92 | 1544.54 |
|    | 3 | 1,386.24   | 1,424.36 | 1,481.33 | 1529.48 | 1579.19 |
|    | 4 | 1,417.64   | 1,456.62 | 1,514.88 | 1564.12 | 1614.95 |
| 10 | 1 | 1,370.85   | 1,408.54 | 1,464.88 | 1512.49 | 1561.65 |
|    | 2 | 1,401.84   | 1,440.39 | 1,498.01 | 1546.69 | 1596.96 |
|    | 3 | 1,433.42   | 1,472.84 | 1,531.75 | 1581.54 | 1632.94 |
|    | 4 | 1,465.94   | 1,506.25 | 1,566.50 | 1617.41 | 1669.98 |
| 11 | 1 | 1,445.77   | 1,485.53 | 1,544.95 | 1595.16 | 1647.00 |
|    | 2 | 1,478.50   | 1,519.16 | 1,579.93 | 1631.27 | 1684.29 |
|    | 3 | 1,512.13   | 1,553.71 | 1,615.86 | 1668.37 | 1722.59 |
|    | 4 | 1,546.57   | 1,589.10 | 1,652.66 | 1706.38 | 1761.84 |
| 12 | 1 | 1,520.71   | 1,562.53 | 1,625.03 | 1677.84 | 1732.37 |
|    | 2 | 1,555.30   | 1,598.07 | 1,661.99 | 1716.01 | 1771.78 |
|    | 3 | 1,590.87   | 1,634.62 | 1,700.00 | 1755.25 | 1812.30 |
|    | 4 | 1,627.18   | 1,671.93 | 1,738.81 | 1795.32 | 1853.67 |
| 13 | 1 | 1,595.64   | 1,639.52 | 1,705.10 | 1760.52 | 1817.74 |
|    | 2 | 1,632.15   | 1,677.03 | 1,744.11 | 1800.79 | 1859.32 |
|    | 3 | 1,669.59   | 1,715.51 | 1,784.13 | 1842.11 | 1901.98 |
|    | 4 | 1,708.00   | 1,754.97 | 1,825.17 | 1884.49 | 1945.74 |
| 14 | 1 | 1,670.55   | 1,716.50 | 1,785.16 | 1843.18 | 1903.08 |
|    | 2 | 1,708.98   | 1,755.98 | 1,826.22 | 1885.57 | 1946.85 |
|    | 3 | 1,748.33   | 1,796.41 | 1,868.27 | 1928.99 | 1991.68 |
|    | 4 | 1,788.66   | 1,837.85 | 1,911.36 | 1973.48 | 2037.62 |
| 15 | 1 | 1,745.49   | 1,793.49 | 1,865.23 | 1925.85 | 1988.44 |
|    | 2 | 1,785.81   | 1,834.92 | 1,908.32 | 1970.34 | 2034.38 |
|    | 3 | 1,827.08   | 1,877.33 | 1,952.42 | 2015.88 | 2081.40 |
|    | 4 | 1,869.29   | 1,920.70 | 1,997.53 | 2062.45 | 2129.48 |
| 16 | 1 | 1,820.24   | 1,870.30 | 1,945.11 | 2008.33 | 2073.60 |
|    | 2 | 1,862.43   | 1,913.64 | 1,990.19 | 2054.87 | 2121.65 |
|    | 3 | 1,905.62   | 1,958.02 | 2,036.34 | 2102.52 | 2170.85 |
|    | 4 | 1,949.90   | 2,003.52 | 2,083.66 | 2151.38 | 2221.30 |
| 17 | 1 | 1,932.60   | 1,985.75 | 2,065.18 | 2132.30 | 2201.60 |
|    | 2 | 1,977.51   | 2,031.89 | 2,113.17 | 2181.84 | 2252.75 |
|    | 3 | 2,023.73   | 2,079.38 | 2,162.56 | 2232.84 | 2305.41 |
|    | 4 | 2,070.89   | 2,127.84 | 2,212.95 | 2284.87 | 2359.13 |
|    | 2 | \$2,092.76 | 2,150.31 | 2,236.32 | 2309.00 | 2384.04 |
|    | 3 | \$2,141.78 | 2,200.68 | 2,288.71 | 2363.09 | 2439.89 |
|    | 4 | 2,191.84   | 2,252.12 | 2,342.20 | 2418.33 | 2496.93 |
| 19 | 1 | 2,157.58   | 2,216.91 | 2,305.59 | 2380.52 | 2457.89 |
|    | 2 | 2,208.18   | 2,268.90 | 2,359.66 | 2436.34 | 2515.52 |
|    | 3 | \$2,259.90 | 2,322.05 | 2,414.93 | 2493.42 | 2574.46 |
|    | 4 | \$2,313.14 | 2,376.75 | 2,471.82 | 2552.15 | 2635.09 |
| 20 | 1 | \$2,269.79 | 2,332.21 | 2,425.50 | 2504.33 | 2585.72 |
|    | 2 | \$2,323.22 | 2,387.11 | 2,482.59 | 2563.28 | 2646.59 |
|    | 3 | \$2,377.81 | 2,443.20 | 2,540.93 | 2623.51 | 2708.77 |
|    | 4 | \$2,433.91 | 2,500.84 | 2,600.87 | 2685.40 | 2772.68 |
| 21 | 1 | 2,382.18   | 2,447.69 | 2,545.60 | 2628.33 | 2713.75 |
|    | 2 | 2,438.28   | 2,505.33 | 2,605.54 | 2690.22 | 2777.65 |
|    | 3 | 2,495.92   | 2,564.56 | 2,667.14 | 2753.82 | 2843.32 |
|    | 4 | 2,555.06   | 2,625.32 | 2,730.33 | 2819.07 | 2910.69 |
| 22 | 1 | 2,494.56   | 2,563.16 | 2,665.69 | 2752.32 | 2841.77 |
|    | 2 | 2,553.50   | 2,623.73 | 2,728.68 | 2817.36 | 2908.92 |
|    | 3 | 2,614.00   | 2,685.88 | 2,793.32 | 2884.10 | 2977.83 |
|    | 4 | 2,675.99   | 2,749.58 | 2,859.56 | 2952.50 | 3048.46 |
| 23 | 1 | 3,056.35   | 3,140.40 | 3,266.02 | 3372.16 | 3481.76 |

|    |   |          |          |          |         |         |
|----|---|----------|----------|----------|---------|---------|
|    | 2 | 3,129.37 | 3,215.42 | 3,344.04 | 3452.72 | 3564.93 |
|    | 3 | 3,204.29 | 3,292.41 | 3,424.11 | 3535.39 | 3650.29 |
|    | 4 | 3,280.96 | 3,371.19 | 3,506.04 | 3619.98 | 3737.63 |
| 24 | 1 | 3,617.75 | 3,717.24 | 3,865.93 | 3991.57 | 4121.30 |
|    | 2 | 3,704.84 | 3,806.72 | 3,958.99 | 4087.66 | 4220.51 |
|    | 3 | 3,794.03 | 3,898.36 | 4,054.29 | 4186.06 | 4322.11 |
|    | 4 | 3,885.50 | 3,992.35 | 4,152.04 | 4286.99 | 4426.32 |

**Table 2 - School based Trainees and Apprentices Weekly Rate of Pay****School Based Trainees**

School based trainees are entitled to payment in accordance with the rates of pay for Juniors and Trainees graded between "T1 at 15 years of age" and "T4 at 18 years of age or over or HSC" of Level 1 of Operational Band 1 of the Local Government (State) Award 2020 and its successors. The table below reflects the relevant rates of pay that are known at the time of this Award's creation.

| Band/Level                                     | FFPP on or after<br>1/7/2021<br>\$ | FFPP on or after<br>1/7/2022<br>\$ | FFPP on or after<br>1/7/2023<br>\$ | FFPP on or after<br>1/7/2024<br>\$ |
|------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| S1 at 15 years of age                          | 424.20                             | 432.70                             |                                    |                                    |
| S2 at 16 years of age or<br>School Certificate | 529.50                             | 540.10                             |                                    |                                    |
| S3 at 17 years of age                          | 622.80                             | 635.30                             |                                    |                                    |
| S4 at 18 years of age or over<br>or HSC        | 728.10                             | 742.70                             |                                    |                                    |

**Weekly Rates of Pay for Apprentices**

|                             | FFPP on or<br>after 1/7/2020<br>(2.75%)<br>\$ | FFPP on or<br>after 1/7/2021<br>(2.75%)<br>\$ | FFPP on or<br>after 1/7/2022<br>(4.00%)<br>\$ | FFPP on or<br>after 1/7/2023<br>(3.25%)<br>\$ | FFPP on or<br>after 1/7/2024<br>(3.25%)<br>\$ |
|-----------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| Electrical Fitters - Year 1 | 925.22                                        | 950.67                                        | 988.70                                        | 1020.83                                       | 1054.01                                       |
| Year 2/HSC Year 1           | 1,042.12                                      | 1,070.77                                      | 1113.60                                       | 1149.79                                       | 1187.16                                       |
| Year 3/HSC Year 2           | 1,159.11                                      | 1,190.99                                      | 1238.63                                       | 1278.89                                       | 1320.45                                       |
| Year 4/ HSC Year 3          | 1,285.14                                      | 1,320.48                                      | 1373.30                                       | 1417.93                                       | 1464.01                                       |
| HSC Year 4                  | 1,422.24                                      | 1,461.35                                      | 1519.80                                       | 1569.19                                       | 1620.19                                       |
| Plumbers - Year 1           | 920.94                                        | 946.26                                        | 984.11                                        | 1016.09                                       | 1049.11                                       |
| Year 2/HSC Year 1           | 1,036.90                                      | 1,065.42                                      | 1108.04                                       | 1144.05                                       | 1181.23                                       |
| Year 3/HSC Year 2           | 1,152.74                                      | 1,184.44                                      | 1231.82                                       | 1271.85                                       | 1313.19                                       |
| Year 4/ HSC Year 3          | 1,277.11                                      | 1,312.23                                      | 1364.72                                       | 1409.07                                       | 1454.86                                       |
| HSC Year 4                  | 1,412.37                                      | 1,451.21                                      | 1509.26                                       | 1558.31                                       | 1608.96                                       |
| Carpenters - Year 1         | 920.94                                        | 946.26                                        | 984.11                                        | 1016.09                                       | 1049.11                                       |
| Year 2/HSC Year 1           | 1,036.90                                      | 1,065.42                                      | 1108.04                                       | 1144.05                                       | 1181.23                                       |
| Year 3/HSC Year 2           | 1,152.74                                      | 1,184.44                                      | 1231.82                                       | 1271.85                                       | 1313.19                                       |
| Year 4/ HSC Year 3          | 1,277.11                                      | 1,312.23                                      | 1364.72                                       | 1409.07                                       | 1454.86                                       |
| HSC Year 4                  | 1,412.37                                      | 1,451.21                                      | 1509.26                                       | 1558.31                                       | 1608.96                                       |
| Motor Mechanics - Year 1    | 921.49                                        | 946.83                                        | 984.70                                        | 1016.70                                       | 1049.74                                       |
| Year 2/HSC Year 1           | 1,037.44                                      | 1,065.97                                      | 1108.61                                       | 1144.64                                       | 1181.84                                       |
| Year 3/HSC Year 2           | 1,153.51                                      | 1,185.23                                      | 1232.64                                       | 1272.70                                       | 1314.06                                       |
| Year 4/ HSC Year 3          | 1,277.95                                      | 1,313.09                                      | 1365.61                                       | 1409.99                                       | 1455.81                                       |
| HSC Year 4                  | 1,413.51                                      | 1,452.38                                      | 1510.48                                       | 1559.57                                       | 1610.26                                       |
| Gardeners - Year 1          | 804.79                                        | 826.92                                        | 860.00                                        | 887.95                                        | 916.81                                        |
| Year 2/HSC Year 1           | 901.27                                        | 926.05                                        | 963.09                                        | 994.39                                        | 1026.71                                       |
| Year 3/HSC Year 2           | 997.73                                        | 1,025.17                                      | 1066.18                                       | 1100.83                                       | 1136.61                                       |
| Year 4/ HSC Year 3          | 1,094.21                                      | 1,124.30                                      | 1169.27                                       | 1207.27                                       | 1246.51                                       |

|            |          |          |         |         |         |
|------------|----------|----------|---------|---------|---------|
| HSC Year 4 | 1,192.10 | 1,224.88 | 1273.88 | 1315.28 | 1358.03 |
|------------|----------|----------|---------|---------|---------|

**Table 3 - Traineeship Wage Rates**

| Traineeship Wage Rates | FFPP on or after 1/7/2020<br>(2.75%)<br>\$ | FFPP on or after 1/7/2021<br>(2.75%)<br>\$ | FFPP on or after 1/7/2022<br>(4.00%)<br>\$ | FFPP on or after 1/7/2023<br>(3.25%)<br>\$ | FFPP on or after 1/7/2024<br>(3.25%)<br>\$ |
|------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------------------|
| Year 1                 | 953.54                                     | 979.76                                     | 1018.95                                    | 1052.07                                    | 1086.26                                    |
| Year 2                 | 1,044.95                                   | 1,073.68                                   | 1116.63                                    | 1152.92                                    | 1190.39                                    |
| Year 3                 | 1,102.66                                   | 1,132.99                                   | 1178.31                                    | 1216.61                                    | 1256.15                                    |
| Year 4                 | 1,141.22                                   | 1,172.60                                   | 1219.50                                    | 1259.13                                    | 1300.05                                    |
| Year 5                 | 1,181.60                                   | 1,214.10                                   | 1262.66                                    | 1303.70                                    | 1346.07                                    |
| Year 6                 | 1,223.35                                   | 1,256.99                                   | 1307.27                                    | 1349.76                                    | 1393.63                                    |
| Year 7                 | 1,267.12                                   | 1,301.96                                   | 1354.04                                    | 1398.05                                    | 1443.49                                    |

**Schedule 2 - Allowances**

|                                                              | FFPP on or after 1/7/19<br>\$ | FFPP on or after 1/7/20<br>\$ | FFPP on or after 1/7/21<br>\$ | FFPP on or after 1/07/22<br>\$ |
|--------------------------------------------------------------|-------------------------------|-------------------------------|-------------------------------|--------------------------------|
| Meal Allowance (Clause 14.4)                                 |                               |                               |                               |                                |
| Community Language and Signing work (clause 21.3)            | 22.13p.w.                     | 22.68p.w.                     | 23.25p.w.                     |                                |
| First Aid Allowance (Clause 21.4(c)) p/w                     | 19.38p.w.                     | 19.87p.w.                     | 20.36p.w.                     |                                |
| Broken Shift allowance (Clause 14.22) per shift              | 6.48p.s.                      | 6.64p.s.                      | 6.81p.s.                      |                                |
| On call - on ordinary working day (Clause 14.13)             | 19.29p.d.                     | 19.77p.d.                     | 20.27p.d.                     | 28.82p.d.                      |
| On call - on other days, not ordinary working (Clause 14.14) | 38.57p.d.                     | 39.54p.d.                     | 40.52p.d.                     | 47.63p.d.                      |
| On call - maximum per week (Clause 14.15)                    | 173.60p.w.                    | 177.94p.w.                    | 182.39p.w.                    | 239.36p.w.                     |

**Schedule 3 - Progression Guidelines**

The progression rules detailed below have been established to assist the industry parties to the Broken Hill City Council Consent Award, regarding the operation of Council Salary Systems. At the local level where significant issues are identified in relation to the operation of the Salary System the matter will be referred to Council's Consultative Committee for consideration and where appropriate for recommendation to the General Manager for decision. In the event that a dispute arises the rules detailed below will be used by the industry parties to assist in the resolution of such disputes.

### 1. Banding

The appropriate Band for each position will be determined by reference to the Qualifications and Experience descriptor as provided by Clause 19, Rates of Pay and Related Matters and clause 20, Skill Descriptors of the Broken Hill City Council Award.

### 2. Levelling and Grades

The Level and Grade of the position will be established through the evaluation of the position using the Council's endorsed Job Evaluation System. This evaluation will occur consistent with the Job Evaluation Policy as adopted by Council.

Positions will be re-evaluated in the following circumstances:

If the position is newly created.

If a significant change has occurred in the duties and responsibilities of the position, which is confirmed by the relevant (Director/Officer).

If an evaluation has been conducted and has resulted in an apparent anomaly.

Where an existing position has been re-evaluated and where the outcome is a different grade, such re-evaluation will be referred to the consultative committee for consideration and the current positions incumbent will be advised accordingly.

### 3. Position Descriptions

The position description identifies the range of skills, responsibilities, duties and qualifications in order of priority from the essential criteria to the most desirable.

These criteria are detailed in each of the skills steps to facilitate the assessment of skill at the time of the salary review, and to avoid disputes regarding the movement through the skill steps.

Position descriptions will not impose artificial barriers that will prohibit individual salary progression through the full range of skill steps.

### 4. Skills Assessment

Council will adopt a consistent and objective method for assessing skills.

An assessment of the skills acquired and used will be undertaken on an annual basis and in those cases where the employee has acquired new skills that would lead to progression under the salary system.

New employees will be paid at the Skill Level rate of pay consistent with the skills they bring to Council. Placement at a Skill Level higher than the entry level will occur when the new employee meets the required skills for the position.

### 5. Salary Review

Annual salary reviews will require the Manager of the position to determine whether the employee has acquired and is using the skills necessary to progress to the next step, or steps.

In the event that there is a dispute between the employee and the Manager on the outcome of the skills review the assessment will be referred to an appeal panel. In the event that the employee does not agree with the decision of the appeal panel the matter will be referred to the Director. The employee may have access to the grievance and disputes procedure at any point of the appeal process.

### 6. Other matters relating to the Implementation of the Salary System.

#### (a) Training

Employees will be provided with reasonable and equitable access to the training which will facilitate progression.

#### (b) Allowances - (Former Award Allowances Only)

Except where allowances have been incorporated into rates of pay, award allowances will be paid in addition to the rates established within the salary ranges.

#### (c) Council's Budget

Council will in considering the budget each year ensure that the skill progression detailed in these rules is properly funded and that employees will move through the skill steps based assessment against the criteria detailed in the position descriptions.

#### (d) Award Variations

The Grades and Salary Steps, as contained within the salary structure of the salary system will be

increased by the same quantum, and be operative from the same date as variations in the Broken Hill City Council Award.

(e) Dispute Procedure

Disputes which arise through the operation of Council's Salary System will be handled consistent with Clause 44, Dispute Resolution Procedures of the Broken Hill City Council Award.

(f) Publication

Copies of the Salary System will be published by Council and made available to all employees. The published document will contain copies of the current salary structure and the progression rules. Each individual will be provided with a copy of their Position Description.

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Printed by the authority of the Industrial Registrar.

## LOCAL GOVERNMENT (STATE) AWARD 2023

### AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

### Schedule of Variations Incorporated

| Variation Serial No. | Date of Publication | Effective Date   | Industrial Gazette Reference |          |
|----------------------|---------------------|------------------|------------------------------|----------|
|                      |                     |                  | Volume                       | Page No. |
| C9785                | 1 December 2023     | 24 November 2023 | 395                          | 1469     |
| C9843                | 2 August 2024       | 1 July 2024      | 396                          | 985      |
| C9947                | 9 May 2025          | 1 July 2024      | 397                          | 1402     |

### AWARD

### PART A

#### 1. Arrangement

| Clause No. | Subject Matter                                                                            |
|------------|-------------------------------------------------------------------------------------------|
| 17.        | Allowances, Additional Payments and Expenses                                              |
| 14.        | Annualised Salaries                                                                       |
| 4.         | Anti-Discrimination                                                                       |
| 35.        | Appointment and Promotion                                                                 |
| 47.        | Area, Incidence and Duration                                                              |
| 1.         | Arrangement                                                                               |
| 28.        | Casual Employment                                                                         |
| 34.        | Consultative Committees                                                                   |
| 44.        | Council Agreements                                                                        |
| 5.         | Definitions                                                                               |
| 38.        | Disciplinary Procedures                                                                   |
| 24.        | Flexibility for Work and Family Responsibilities                                          |
| 37.        | Grievance and Dispute Procedures                                                          |
| 26.        | Health and Well Being                                                                     |
| 22.        | Holidays                                                                                  |
| 20.        | Hours of Work                                                                             |
| 29.        | Job Share Employment                                                                      |
| 32.        | Junior and Trainee Employment                                                             |
| 30.        | Labour Hire                                                                               |
| 23.        | Leave Provisions                                                                          |
| 46.        | Leave Reserved                                                                            |
| 18.        | Motor Vehicle Arrangements                                                                |
| 31.        | Multiple Employment                                                                       |
| 21.        | Overtime                                                                                  |
| 3.         | Participation in Industrial Relations by Representative Bodies of Employees and Employers |
| 27.        | Part-time Employment                                                                      |
| 12.        | Payment for Relief Duties/Work                                                            |

13. Payment of Employees
11. Performance, Evaluation and Reward
25. Phased Retirement
7. Rates of Pay
19. Residence
10. Resourcing and Directing Employees
15. Salary Sacrifice
8. Salary System
45. Savings and Transitional
6. Skill Descriptors
2. Statement of Intent
16. Superannuation and Related Arrangements
36. Term Contracts
41. Termination of Employment
43. Termination of Employment and Redeployment due to Redundancy
33. Training and Development
9. Use of Skills
39. Work Health and Safety
40. Workplace Bullying
42. Workplace Change

## 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 productivity, structural efficiency and financial sustainability 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;
- promote job security;
- ensure and facilitate flexibility for work and family responsibilities;
- ensure the delivery of quality services to the community and continuous improvement;

- encourage innovation;
- promote cooperative and open change management processes; and
- promote the health and safety of workers and other people in the workplace.

### **3. Participation in Industrial Relations by Representative Bodies of Employees and Employers**

- (i) Consistent with section 3(d) of the *Industrial Relations Act* 1996 (NSW), the parties to the Award acknowledge the importance of employees, employers, and the industrial organisations that represent them (unions and employer organisations), working together in a cooperative relationship.
- (ii) The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the United Services Union); Local Government Engineers' Association of New South Wales; the Development and Environmental Professionals' Association; and the Nurses' and Midwives Association of New South Wales, are the relevant unions who represent employees covered by this Award.
- (iii) Local Government NSW is the relevant employer organisation who represents employers covered by this Award.
- (iv) The parties agree to develop a joint video within 12 months of the commencement of the Award, to assist employers and employees in achieving the objects of section 3(d) of the *Industrial Relations Act* 1996 (NSW). Employers shall make the video available to new employees.

### **4. 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 (NSW) 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 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977 (NSW);
  - (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.



## NOTE:

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

**5. Definitions**

Unless otherwise provided in the Award:

- (i) *Association* means Local Government NSW (LGNSW).
- (ii) *Council* means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993* (NSW). This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- (iii) *Competency based training* refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (iv) *Complying superannuation fund* has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (v) *Days* – unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) *Employer* means all employers in local government or in the local government industry within NSW that are covered by clause 47, Area, Incidence and Duration of this Award.
- (vii) *General Manager* shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that a council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of the council.
- (viii) *Ordinary Pay* means remuneration for the employee's normal weekly number of ordinary hours of work. Ordinary pay shall include, but not be limited to the employee's salary system rate of pay and the following penalties and allowances where they are regularly received:
  - Saturday, Sunday and shift penalties
  - hours of work flexibility agreements allowances
  - adverse working conditions allowances
  - climatic, west of the line allowances
  - civil liability allowance
  - tool allowances
  - on call allowance
  - first aid allowance
  - community language and signing work allowances

provided that subject to the exclusions below and at clauses 12(ii), 23D(xi) and 23E(iii)(c), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

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

- overtime payments
- camping allowance
- travelling allowances
- sewer chokes allowance
- vehicle allowances
- meal allowances.

- (ix) *Rostered Day Off* means, a non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 20A, where the employee:
- (a) within two weeks, is granted four days off and one additional day off (the “rostered day off”); or
  - (b) within three weeks, is granted six days off and one additional day off (the “rostered day off”); or
  - (c) within four weeks, is granted eight days off and one additional day off (the “rostered day off”).
- (x) *Salary system rate of pay* means the rate of pay that is payable to an employee in accordance with the employer's salary system.
- (xi) *Seven day a week rotating roster system* means a work roster system in which the employee is regularly required to work:
- (a) ordinary hours on each of the seven calendar days of the week; and
  - (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve-month period; and
  - (c) on Public Holidays; and
  - (d) at different agreed commencement times during the roster period (i.e. different shifts) provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the employer regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.
- (xii) *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.
- (xiii) *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' and Midwives Association of New South Wales.

## 6. 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 employer-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/co-ordinator 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 the employer and represent the employer 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 employer, 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 the employer. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position may manage several major projects or sections within a department of the employer.

**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 the employer 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 the employer 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 the employer 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 the employer 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 the employer or a department or the like. Influence and commit the employer 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 the employer.

**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 the employer 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 employer's clients.

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

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

## 7. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 6, Skill Descriptors of this Award, are set out in Table 1 of Part B of this Award and are entry level rates of pay only.
- (ii) The employer shall introduce a salary system to complement the skills-based structure and rates of pay of the Award.

**Note:**

- The Award establishes minimum rates of pay at an *Industry* level.
- The employer's *salary system* establishes minimum rates of pay at an *enterprise* level

## 8. 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 the employer's salary system or level as prescribed by Clause 6 Skills Descriptors of this Award.
- (iv) Progression through the salary system shall be based upon:
  - (a) the acquisition and use of skills; or
  - (b) employee performance, provided that progression beyond the award entry level based upon the acquisition and use of skills is also available.
- (v) 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).
- (vi) Subject to subclauses (iv) and (v), 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.
- (vii) 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.
- (viii) The employer 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, the employer will provide one.
- (ix) At the time of assessment, the employer shall advise the employee of the relevant skills and/or reasonably achievable performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs consistent with clause 33.
- (x) The salary system shall include a process by which employees can appeal against their assessment.
- (xi) Employees shall have access to information regarding the grade, salary range and progression steps of the position.
- (xii) Where the employer changes its salary system, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.

## **9. 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)
  - (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 the employer to be used as an adjunct to the employee's normal duties.
  - (b) Subject to subclauses (xii) and (xiii) of Clause 17, Allowances, Additional Payments and



Expenses, employees who are required by the employer 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.

#### **10. Resourcing and Directing Employees**

- (i) The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (ii) The employer shall provide adequate staff and other resources to enable employees to carry out their duties and functions over the course of working hours that are not unreasonable.

#### **11. Performance Evaluation and Reward**

##### **A. ENTERPRISE**

- (i) It is the intention of the parties to create a flexible award in which employers can increase the overall efficiency and effectiveness of local government services.
- (ii) Employers should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where the employer 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 e.g. community satisfaction, timeliness, service quality, output and cost data.
- (iv) Employers shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- (v) Employee(s) or the employer 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.

**C. BONUS AND ADDITIONAL PERFORMANCE PAYMENTS**

- (i) Employers may make available access to bonus payments or other opportunities for additional reward for employees.
- (ii) 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.

**12. Payment for Relief Duties/Work**

- (i) An employee required by the employer 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 or long service leave may be entitled to a higher rate of pay in accordance with the provisions of subclauses 23D(xi) and 23E(iii)(c) 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* (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

**13. 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) The employer shall fix a regular payday, between Monday and Friday inclusive. The employer 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 employer shall deduct and pay on behalf of the employee from any remuneration payable to the employee union membership fees where authorised by the employee in writing. The employer can deduct and pay on behalf of the employee from any remuneration payable to the employee such other 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, provided that this subclause shall not apply if:
  - alternative duties are available that the employee can usefully perform, or
  - the bushfire or other climatic circumstance occurred outside of the State of New South Wales, or
  - the employee has been unable to attend work for more than one week per bushfire or other climatic circumstance event. The employee may, in exceptional circumstances, apply to the employer for paid special leave and such request shall not be unreasonably refused.
- (vi) Where an employee takes a period of sick leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the sick leave already paid, the employer shall be entitled to deduct from the employee's remuneration the difference between the sick leave payment and the workers' compensation payment.

**Note:** In accordance with section 129(1)(a) of the *Industrial Relations Act 1996* (NSW) and regulation 10 of the *Industrial Relations (General) Regulation 2015* (NSW) an employer must keep daily records of the remuneration paid and the hours worked by employees. This includes:

- the number of hours worked by an employee during each day; and
- the times of starting and ceasing work each day.

#### **14. Annualised Salaries**

(i) Annual salary instead of award provisions

Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:

- (a) Rates of Pay – clause 7;
- (b) Use of Skills – clause 9;
- (c) Performance Evaluation and Reward – clause 11
- (d) Payment for Relief Duties/Work – clause 12
- (e) Salary Sacrifice – clause 15
- (f) Allowances, Additional Payments and Expenses – clause 17
- (g) Residence – clause 19
- (h) Hours of Work – clause 20
- (i) Overtime – clause 21
- (j) Holidays – clause 22

(ii) Annual salary not to disadvantage employees

- (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.

(iii) An annual salary agreement must:

- (a) be in writing and signed by both parties;
- (b) state the date on which the arrangement commences;
- (c) be provided to the employee;
- (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of

- the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
- (e) be subject to an annual review;
  - (f) contain details of any salary package arrangements, including the annual salary that is payable;
  - (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
  - (h) contain details of any performance pay arrangements and performance measurement indicators;
  - (i) contain the salary for the purposes of accident make up pay (if applicable); and
  - (j) contain the award band and level for the role.
- (iv) An annual salary agreement may be terminated:
- (a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the employee.
- (v) On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- (vi) Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2014 may continue to operate in accordance with their terms.

### **15. Salary Sacrifice**

- (i) The employer 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, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the employer 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 the employer and the employee.
  - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer 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 employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
  - (b) The employer 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) The employer may maintain and/or enter into other salary sacrifice arrangements with employees.

## 16. Superannuation and Related Arrangements

- (i) Superannuation Fund Contributions
  - (a) Subject to the provisions of the *Industrial Relations Act 1996* (NSW), the employer shall make superannuation contributions to Vision Super and not to any other superannuation fund.

**Note:** Under the *Superannuation Guarantee (Administration) Act 1992* (Cth) superannuation guarantee contributions (SGC) for eligible employees are due every quarter, and if the minimum contributions are not paid by the due date, the employer must pay a superannuation guarantee charge and lodge a superannuation guarantee charge statement. SGC payments can be made more frequently.
- (ii) Salary Sacrifice Arrangements specific to Superannuation
  - (a) For the purposes of this subclause:
    - i. *Eligible employee* means an employee with at least five (5) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
    - ii. *Excess LSL* means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).
    - iii. *LSL* means Long Service Leave.
    - iv. *LSL Act* means the *Long Service Leave Act 1955* (NSW).
    - v. *Ordinary Time Earnings* has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
    - vi. *Superannuation Fund* means the Vision Super Fund.

- (b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.
- (c) Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.

**Example:** A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.

- (d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.
- (e) Notwithstanding clause 15(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

### **17. Allowances, Additional Payments and Expenses**

- (i) Level 1 Adverse Working Conditions Allowance
  - (a) A level 1 adverse working conditions allowance in addition to the salary system rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.
  - (b) The level 1 adverse working conditions 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.
  - (c) 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 shall be paid the level 1 adverse working conditions allowance for all hours worked, 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

(d)

- (1) Designated employees in Operational Band 1 and Administrative / Technical / Trades Band 2 who do not qualify for the allowances at subclauses 17(i)(c) and 17(ii)(a) shall be paid the level 1 adverse working conditions allowance for the actual time worked by direction performing the following work, with a minimum payment of one (1) hour per day on which the work is performed:
  - Childcare employees – whilst changing nappies
  - Employees whose duties involve animal destruction – whilst destroying companion animals and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.
- (2) The employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to perform such work.

(ii) Level 2 Adverse Working Conditions Allowance

- (a) All employees classified in Operational Band 1 of this Award, 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 salary system rate of pay, be paid a level 2 adverse working conditions 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.
- (b) The level 2 adverse working conditions 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.

(iii) Sewer Chokes

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages in live sewers, which typically includes:

- (a) the clearing of blockages in sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable; and
- (b) the clearing of blockages in other parts of the sewerage system where disassembly is required and direct contact with raw sewerage is unavoidable.

Employees clearing sewer chokages and/or other parts of the sewerage system as provided above shall be paid a sewer choke allowance at the rate set out in Table 2 of Part B of this Award whilst so engaged.

For the purposes of this subclause, a *live sewer* shall mean part of a sewerage system that transports raw or partially treated sewerage from a building to a septic tank or sewerage treatment works, typically at or below ground surface level.

For the purposes of this subclause, a *sewer choke* shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance is paid per shift, including overtime shifts which are not continuous with an ordinary shift.

The sewer choke allowance shall not be paid in addition to the septic tanks allowance at subclause 17(iv) or sewerage treatment works allowance at subclause 17(v) of this Award.

## (iv) Septic Tanks

Employees shall be paid treble rates their salary system rate of pay 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.

## (v) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where direct contact with raw sewerage is unavoidable, shall be paid at the rate of double their salary system rate of pay for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

## (vi) Employee Providing Tools

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

|                              | <b>PER WEEK \$</b> |
|------------------------------|--------------------|
| 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 employer 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 employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the employer'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 employer 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 employer for replacement of stolen tools.

## (vii) Telephone

Where an employee and the employer agree that a fixed line telephone installed at the employee's residence can be used as a means of communication to such employee and there is no reliable and accessible mobile network telephone coverage at the residence, the employer shall reimburse the employee the annual rental of such fixed line telephone and for the actual charge made for all outward



calls made on the employer's behalf.

(viii) Expenses

All reasonable expenses, including out-of-pocket, accommodation, travelling and communication expenses, incurred in connection with the employee's duties shall be paid by the employer 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 employer and the employee.

Travelling, accommodation and communication arrangements shall be agreed between the employer and the employee.

(ix) Certificates, Licences and other Approvals

(a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a WorkCover NSW approved certificate or licence the employer shall reimburse the employee for the cost of such certificate or licence.

(b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the employer shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.

(c) Where an employee engaged in child-related work is required by the employer to undertake a Working with Children Check as provided by the *Child Protection (Working with Children) Act* 2012 (NSW), the employer shall reimburse the employee for the cost of such Working With Children Check.

(x) Travelling Allowance

(a) This subclause shall apply to employees who are required to start and/or finish work at a location away from the employer's depot, workshop or other agreed normal place of work, and travel to and/or from such location in their own time.

(b) For the purposes of this subclause "normal place of work" shall mean:

- (1) the employer's workshop or depot;
- (2) an office or building of the employer to which the employee is usually assigned;
- (3) any other agreed starting and/or finishing point.

(c) Unless otherwise provided, each employee will be assigned to one normal place of work only.

(d) An employee may be assigned to more than one normal place of work by agreement.

(e) An employee may be transferred to a different normal place of work at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 36, Grievance and Dispute Procedures, shall apply.

(f) Where an employee is required to commence and/or finish work at a location away from the employee's normal place of work and the distance travelled is greater than the distance usually travelled by the employee between their place of residence and normal place of work, the employee shall be paid a travelling allowance for each journey of excess travel, according to the following scale, provided that reasonable transport is available:

| EXCESS DISTANCE TRAVELLED  | ENTITLEMENT       |
|----------------------------|-------------------|
| Less than 3kms             | Nil               |
| 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 |

**Note:** On and from 1 July 2014, an employee may be entitled to two travelling allowances on the one day.

- (g) 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 employer by which they are employed.
- (h) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (i) Where transport is provided by the employer 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.
- (j) Where the employer and employee agree that the employee is to use their own vehicle to transport other employee(s) or materials to and/or from a worksite located away from the employee's normal place of work, a vehicle allowance for the use and depreciation of the vehicle shall be paid as follows:

|                                                                                    | <b>Kilometres travelled<br/>transporting other employee(s)<br/>or materials Cents per kilometre</b> |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| internal combustion motor vehicle 2.5 litres<br>(nominal engine capacity) and over | Table 2 of Part B                                                                                   |
| internal combustion motor vehicle under 2.5 litres<br>(nominal engine capacity)    | Table 2 of Part B                                                                                   |
| hybrid vehicle                                                                     | Table 2 of Part B                                                                                   |
| electric vehicle                                                                   | Table 2 of Part B                                                                                   |

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

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where the employer provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- (k) 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 37 of this Award shall be applied.
  - (l) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
  - (m) 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.
- (xi) **Camping Allowance**
- (a) Employees who are required by the employer 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 the rate set out in Table 2 of Part B for each night the employee camps out.

- (b) The employer shall pay the camping allowance in advance if requested, where the employer requires the employee to camp out for all of the rostered working days in a week. The employer 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 should 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 (x) 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) The employer shall provide transport for employees, who are required to camp out from the employer 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 employer and the employee(s) and shall remain at all times with those employee(s) required to camp.
- (f) The employer 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 employer 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.
- (j) Where the employee is required to work more than five (5) hours onsite on the final day of camping out and a meal has not been provided by the employer, the employee shall be entitled to a meal allowance at the rate set out in Table 2 of Part B.

(xii) Community Language, and Signing Work

- (a) 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 salary system 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.
- (b) 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.
- (c) Such employees convey straightforward information relating to services provided by the

employer, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.

- (d) Such employees shall record their use of a community language according to the employer's established policy.
- (e) Where an employee is required by the employer to use community language skills in the performance of their duties:
  - The employer shall provide the employee with the opportunity to obtain accreditation from a language aide accreditation agency
  - Such training shall form part of the employer's training plan and budget, in accordance with the requirements of Clause 33 of this Award
  - 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 the employer.

(f) 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.

(xiii) First Aid in the Workplace

General

- (a) The parties to the Award recognise that providing immediate and effective first aid to employees or others who have been injured or become ill at the workplace may reduce the severity of the injury or illness and promote recovery. In some instances it could mean the difference between life and death.
- (b) All employees must be able to access a first aid kit.
- (c) First aid requirements will vary from one workplace to the next, depending on the nature of the work, the type of hazards, the workplace size and location, as well as the number of people at the workplace. These factors must be taken into account when deciding what first aid arrangements need to be provided.
- (d) Employers must ensure that an adequate number of employees are trained to administer first aid at the workplace or that employees have access to an adequate number of other people who have been trained to administer first aid.
- (e) Employers are encouraged to make available to employees, training in basic first aid, which may include, for example, training in:
  - administering first aid;
  - Cardio Pulmonary Resuscitation (CPR); or
  - use of defibrillators.

For further information, refer to the SafeWork NSW 'First aid in the workplace code of practice'.

## First aid work allowance

- (f) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty and be in charge of a first aid kit, such employee shall be paid a first aid allowance in addition to the salary system rate of pay, as set out in Table 2 of Part B, provided that:
- (i) If the employee works from home, they shall be paid the allowance on a pro-rata basis for each day they attend the employers premises.
  - (ii) This clause shall not apply where it is a requirement of the position for the employee to hold an appropriate first aid qualification and perform first aid duty, if the skills have been paid for in accordance with the employer's salary system.

## (xiv) Meal Allowance

- (a) A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:
- (i) for two hours or more prior to their agreed commencing time, or
  - (ii) for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
  - (iii) after each four hours on days other than ordinary working days provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

## (xv) Civil Liability – Engineering Professionals

- (a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the *Civil Liability Act 2002* (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- (b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the *Civil Liability Act 2002* (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- (c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the employer.
- (d) Direct involvement in the application of engineering principles to the management of the employer's assets includes:
- the planning for;
  - designing;
  - maintenance;
  - replacing;
  - rehabilitation; or
  - disposing

of the employer's assets which may give rise to liability under the *Civil Liability Act 2002* (NSW).

- (e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/Specialist Band 3 or Executive Band 4 of the Award.
- (f) The parties to the Award acknowledge that implementation of this allowance has been guided by the Joint Statement on the Implementation of the Civil Liability Allowance issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.
- (g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by the employer.
- (h) This clause 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.

(xvi) Professional Engineers Registration and Recognition

In this clause Registered Professional Engineer means an employee who is assessed and registered as a Registered Professional Engineer by NSW Fair Trading or other government regulatory authority.

- (b) Where an engineering employee is required by an Act of Parliament to be a Registered Professional Engineer the employer must:
  - (1) pay all reasonable costs associated with obtaining and/or maintaining such registration as a Registered Professional Engineer, including the cost of registration, assessment and continued professional development needed to retain such registration, and
  - (2) grant leave, without loss of pay, for the employee to attend course requirements in accordance with subclause (iv) of Clause 33, Training and Development, of this Award.
- (c) The cost reimbursements and training requirements in subclause (b) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
- (d) The employer may grant assistance to an engineering employee undertaking a course to obtain accreditation as a Chartered Professional Engineer, although not at the employer's request, in accordance with subclause (v) of Clause 33 of this Award.

(xvii) Accreditation of employees by NSW Fair Trading

- (a) Where an employee is required by the employer to be accredited by NSW Fair Trading under the *Building and Development Certifiers Act 2018* (NSW) the employer shall:
  - (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
  - (2) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 33, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

**(xviii) Additional Award Payment**

- (a) Subject to subclause (xviii)(c) of this clause, an employee, other than a casual or temporary employee, with at least 12 months continuous service with the employer as at 30 June 2024, shall be paid a gross lump sum payment of \$1000 or 0.5% of the employee's annual salary system rate of pay as at 30 June 2024, whichever is the greater. Such payment shall be made in the first full pay period to commence on or after 1 July 2024.
- (b) Subject to subclause (xviii)(c) of this clause, an employee, other than a casual or temporary employee, with at least 12 months continuous service with the employer as at 30 June 2025, shall be paid a gross lump sum payment of \$1000 or 0.5% of the employee's annual salary system rate of pay as at 30 June 2025, whichever is the greater. Such payment shall be made in the first full pay period to commence on or after 1 July 2025.
- (c) Eligible permanent part-time employees shall receive the payments referred to in subclauses xviii(a) and xviii(b) of this clause on a pro-rata basis, based on the regular ordinary hours worked.

**18. Motor Vehicle Arrangements****A. VEHICLE ALLOWANCES**

- (i) Where, by agreement, the employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows:
  - (a) internal combustion motor vehicle 2.5 litres (normal engine capacity) and over – refer to Table 2 of Part B;
  - (b) internal combustion motor vehicle under 2.5 litres (normal engine capacity) – refer to Table 2 of Part B;
  - (c) hybrid vehicle – refer to Table 2 of Part B;
  - (d) electric vehicle – refer to Table 2 of Part B.
- (ii) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (iii) Minimum quarterly payment – Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance in subclause 18A(i)(b) 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 parental or maternity leave shall not be counted when calculating the minimum quarterly payment.
- (iv) Where the vehicle 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 (i) only and shall not be entitled to the minimum payment as set out in paragraph (iii).
- (v) 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.

**B. LEASEBACK VEHICLES**

- (i) General

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless the employer can establish that it was not provided on such a basis at the time that it was provided.

Where an employer supplies an employee with a zero or low emissions vehicle the leaseback vehicle fee payable by the employee should reflect favourable FBT treatment where applicable.

(ii) Termination of leaseback vehicle arrangements:

- (a) **Condition of employment** – Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (b) **Not a condition of employment** – Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

- (c) **Other** – The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

(iii) Variation of leaseback vehicle arrangements:

- (a) **Variations to leaseback arrangements** – Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 34 of this Award, before a definite decision is made.
- (b) **Variations to leaseback fees** - Where an employer proposes to increase the leaseback fee an employee is required to pay in any twelve (12) month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), the employer shall provide in writing to the employee the reasons for the increase.

In any event the employer shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than 10%.

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- (c) **Variations in hours of work and/or extended periods of absence** – Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (v) above shall not apply.

In the absence of agreement, clause 37, Grievance and Disputes Procedures, shall apply.



## **C. NOVATED LEASES**

A novated lease is a type of motor vehicle lease common in Australia between an employee, employer, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre-tax income.

The employer shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

### **19. Residence**

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

### **20. 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) Where the employer seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:
- Crematoriums and Cemeteries;
  - Road Constructions and Maintenance;
  - Sale Yards;
  - Stores and Depots;
  - Trade functions;
  - Building Surveyors;
  - Engineering (Professional and Trainees);
  - Finance;
  - Health Surveyors;
  - Town Planning; and
  - General Administration
- (a) The employer shall refer the proposal to alter the spread of ordinary hours to the consultative committee prior to advertising the new or vacant position(s); and
- (b) If the employer is satisfied that there are suitably qualified employees employed by the employer that can be redeployed to the new or vacant position(s) the employer shall call for expressions of interest from those employees for redeployment into the new or vacant position(s).
- (c) Employees employed prior to 1 July 2014 in the functions of Crematoriums and Cemeteries; Road Construction and Maintenance; Sale Yards; Stores and Depots; and Trade Functions, whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- (d) Employees employed prior to 1 July 2020 in the functions of Building Surveyors; Engineering (Professional and Trainees); Finance; Health Surveyors; Town Planning; and General Administration, whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- (v) An employee's commencement and/or finishing times may be altered by agreement or by the employer with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:
- the employee's personal circumstances including any family and carer responsibilities; and

- the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration the employer shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 36, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing *times* and does not apply to changes in the *days* that an employee is required to work.

- (vi) The day of a rostered day off can be altered by mutual consent at any time and may be altered by the employer on two weeks' notice where there are genuine operational or safety reasons and the alteration does not unreasonably disadvantage the employee. Where an employee works on a rostered day off, Clause 20A Overtime shall apply.
- (vii) An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. By agreement, or in the case of unforeseen circumstances (including where the taking of the meal break would cause unreasonable interference in operations), the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.
- (viii) 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 hourly salary system rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the hourly salary system rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the hourly salary system rate of pay for work on a Saturday and a 100% penalty in addition to the hourly salary system rate of pay for work on a Sunday:
  - Beach inspectors;
  - Cleaning;
  - Crematoriums and Cemeteries;
  - Garbage;
  - Mechanical Trades (Workshops);
  - Parks and Reserves;
  - Rangers and parking officers;
  - Road Construction and Maintenance;
  - Sale Yards;
  - Sanitary;
  - Sewerage;

- Stores and Depots;
  - Sullage;
  - Trade functions:
  - 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) The employer 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 subclause, the employer shall not be required to pay the penalty rate provided by subclauses (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 hourly salary system rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Subject to subclause 20C(iii), employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the hourly salary system 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 and community care                    | 5:00am to 8:00pm  |
| Cleaners                                        | 5:00am to 9:00pm  |
| Entertainment, Events, Theatres and Hospitality | 5:00am to 11:00pm |
| Libraries                                       | 8:00am to 9:00pm  |
| Leisure Centres                                 | 5:00am to 11:00pm |
| Media and communication                         | 5:00am to 11:00pm |
| Museums and galleries                           | 5:00am to 9:00pm  |
| 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) Notwithstanding the provisions in subclause 20(c)(ii), employees employed prior to 1 July 2020 in the following functions shall retain their entitlement to a shift penalty in addition to their hourly salary system rate of pay as it existed under the Local Government (State) Award 2017:
- (a) Childcare and community care;
  - (b) Entertainment, Events, Theatres and Hospitality;
  - (c) Media and communication; and

- (d) Museums and galleries
- (iv) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (v) With the exception of staff engaged in the function of street sweeping, employees in receipt of the Level 2 Adverse Working Conditions allowance provided under clause 17(ii) 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 subclause (i).
- (vi) 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 20C(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) The employer 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 the employer shall not be required to pay a shift penalty for the actual time worked.

#### **D. FACILITATIVE PROVISIONS**

The employer and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

### **21. 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. The employer shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee (other than a casual) who:
  - (a) works four or more hours overtime after the completion of an ordinary shift and does not receive ten (10) consecutive hours off duty in the fourteen (14) hours immediately preceding the commencement of their next ordinary shift, or
  - (b) works overtime after the completion of two consecutive ordinary shifts without receiving ten (10) consecutive hours off duty,

shall be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without receiving the ten consecutive hours off duty,

the employee shall be paid at double time until released from duty and then shall be entitled to a ten-hour break without loss of pay.

**Remote response** – This subclause shall not apply where an employee works for less than four hours remote response on any one day.

(vi)

- (a) Where there is prior agreement between the employer 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.
- (b) The employer may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:
  - (1) Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,
  - (2) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.
  - (c) Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid at the appropriate overtime rate.

(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 subclause, 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), the employer 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. EXCESS HOURS AGREEMENTS

- (i) Subject to subclause (ii) of this clause, the employer and an individual employee in Professional/Specialist Band 3 or Executive Band 4 may agree to an 'Excess Hours Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary

system rate of pay in substitution for all overtime penalties under this Award.

- (ii) An employee shall be entitled to overtime in accordance with Clause 21A of this Award where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Excess Hours Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.
- (iii) Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 17(xv) of this Award agree to an Excess Hours Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Excess Hours Agreement.
- (iv) An Excess Hours Agreement is subject to the following conditions:
  - (a) An employee who can demonstrate that they are required to routinely work unpaid additional hours in order to fulfil the requirements of their position has the right to request, in writing, to enter into an Excess Hours Agreement. Where the employer does not agree to the request the employer shall discuss the request with the employee with a view to reaching agreement on:
    - (1) reasonable ways to reduce the excess unpaid hours or
    - (2) alternative ways of compensating the employee for the excess hours.

In the event that no agreement is reached, the employer shall advise the employee, in writing, of the arrangements that will be made so that they are no longer required to work the excess hours.
  - (b) The employer and the individual employee must have genuinely made the Excess Hours agreement without coercion or duress.
  - (c) The Excess Hours Agreement must:
    - (1) be in writing;
    - (2) name the parties to the agreement and be signed by the employer and the individual employee;
    - (3) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Excess Hours Agreement had been agreed to;
    - (4) state the date the agreement commences to operate.
  - (d) The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, 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 requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
    - any other matter.

- (e) The employer may require the employee to attend work for the employer during core business hours and to attend meetings of the council/employer and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
  - (f) The employer must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
  - (g) An employer seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (v) An Excess Hours Agreement may be terminated:
- (a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
- (vi) The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

### C. ON CALL

- (i) The on-call allowance compensates employees for the requirement 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) Subject to subclause (iv) of this clause, 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 20, 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.
- (iii) Subject to subclause (iv) of this clause, 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.
- (iv) The on-call allowances in subclauses (ii) and (iii) 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.
- (v) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond in a timely manner. Employees who are unable to respond in a timely manner may at the discretion of the employer be removed from an on-call roster.
- (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 the actual time worked. Subject to subclause 21C(vii), actual time worked shall be deemed to include 'travelling time' by the most direct route from:
  - (a) the location where an employee departs to the place of overtime work, and
  - (b) the place of overtime work to the employee's normal place of residence.
- (vii) Where an employee resides outside of the employer's local government area, the employer and employee may agree, in writing, that the 'travelling time' to and from the place of overtime work commences and ends at the boundary of the employer's local government area, provided that an employee who was required to be included on the on-call roster as at 1 July 2020 and whose residence was located outside of the employer's local government area shall not suffer any reduction to their



award entitlement for recognition of travel time while the employee continues to reside at that residence.

- (viii) Unless otherwise provided, the overtime paid to an employee that is required to return to work whilst on-call shall not be less than thirty (30) minutes per day on which they are called out inclusive of paid travel time.
- (ix) On call employees are not subject to the minimum payment provisions of a public holiday. For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement the employer may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

#### **D. 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.

#### **E. REMOTE RESPONSE**

- (i) An employee who is in receipt of an on call allowance and available to immediately:
  - (a) respond to phone calls or messages;
  - (b) provide advice ('phone fixes');
  - (c) arrange call out/rosters of other employees; and
  - (d) remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work.

**Note:** subclause 21C(vi) applies where an on-call employee is recalled to work.

- (ii) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- (iii) The employer may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause (i) of this clause.

#### **F. RIGHT TO DISCONNECT**

- (i) Employees have a right to disconnect from work during non-working time.
- (ii) Supervisors and managers must respect employees' periods of leave and rest days and right to disconnect from work during non-working time.
- (iii) Employees (other than on-call employees) are not required to read or respond to work emails or phone

calls outside their working hours.

- (iv) The provision of a mobile phone or laptop computer to an employee does not mean they are on-call or expected to be available outside their working hours.

## 22. Holidays

### A. GENERAL

- (i) Public holidays are provided for in the *Public Holidays Act 2010 (NSW)* as amended from time to time. This clause supplement or deals with matters incidental to the *Public Holidays Act 2010 (NSW)*.
- (ii) Employees who are Aboriginal and Torres Strait Islanders shall be entitled to one public holiday during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide the employer with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.
- (iii) Where a public holiday falls 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 public a holiday the employee shall be paid at double time and a half inclusive of payment for the day.
- (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) Except as otherwise provided, where an employee, other than a casual, is required to work on a public holiday, the employee shall be paid a minimum payment of four hours worked. A casual employee will not be offered work on a public holiday if a permanent employee is available to work on the public holiday.
- (vii) Where an employee is required to work ordinary hours on a public holiday, the employer and the employee may agree that the employee be paid time and a half for the hours worked on the public holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each public holiday worked. Such leave shall be taken at a mutually convenient time.
- (viii) If a rostered day off falls on a public holiday, the next working day will be substituted, or another day by agreement, except for employees engaged on a seven (7) day a week rotating roster system.
- (ix) An employee who prior to the operative date of this award was entitled to move a day off which was not a rostered day off where it fell on a public holiday shall retain that right.
- (x) The employer may direct an employee to take accrued time in lieu for work on a public holiday by the giving of at least two (2) weeks' notice in the following circumstances:
  - (a) Where the employee has accumulated in excess of one (1) weeks' time in lieu for work on a public holiday, or where the employee has accumulated a total of in excess of one (1) weeks' time in lieu when combining:
    - (1) time in lieu for work on public holiday's; and
    - (2) time in lieu of overtime under subclause 21A(vi)(a).
  - (b) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

**B. UNION PICNIC DAY**

- (i) Union Picnic Day shall for all the purposes of this Award be regarded as a public 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 employer and the union(s).
- (ii) The union(s) shall advise the employer 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 the employer to take annual leave, long service leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.

**23. Leave Provisions****A. SICK LEAVE**

- (i) Employees who are unable due to illness or injury to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at ordinary pay.
- (ii) Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- (iii) The entitlement to sick leave is subject to the employer being satisfied that the illness or injury;
  - (a) is such that it justifies the time off; and
  - (b) does not arise from engaging in other employment.
- (iv) The employer may require an employee to provide proof that the illness or injury is such that it justifies the time off work, subject to the following:
  - (a) In each year of service proof of illness or injury to justify payment shall not be required for the first 3 separate periods of absence, provided such periods are not more than 2 working days, unless:
    - (1) It is reasonable for the employer to require the employee to provide proof of illness or injury having regard to the employee's pattern of sick and/or amount of sick leave taken by the employee, and
    - (2) The employer has provided the employee with prior written notice of the requirement to provide proof of illness or injury.
  - (b) The type of proof of injury or illness required by the employer must be reasonable having regard to the circumstances of the employer and the employee and may include, for example, certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration; and
  - (c) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (v) The employer may require employees to attend a qualified medical/health practitioner nominated by the employer at the employer's cost.

- (vi) 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.
- (vii) The employer may, at its discretion, grant an employee sick leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of sick leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of sick leave at half pay on a proportionate basis.
- (viii) Accumulated sick leave shall be transferable on change of employment from employer to employer 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 employer and appointment to the service of another employer 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.
- (ix) Where an employee has had five (5) years' service with the present employer and the sick leave entitlement as prescribed has been exhausted, that employer may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (x) Section 50 of the *Workers Compensation Act 1987* (NSW) dealing with the relationship between sick leave and workers compensation applies.
- (xi) 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 employer 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 employer 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* (NSW).
  - (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid in accordance with clause 14 of Schedule 4 of the *Industrial Relations Act 1996* (NSW).
- (xii) This sub-clause applies where an employer is satisfied that an employee has a terminal illness being a diagnosed disease or condition which cannot be cured and is likely to lead to death. The sub-clause is also limited in application to those employees who are not covered by subclause (xi) above. In the event that such an employee is unable to attend work or perform the duties of the position in the foreseeable future on account of their condition, then the employee shall be entitled to request continued access to the employee's accrued sick leave until the leave is exhausted, the employee dies or the employee uses 48 weeks of accrued sick leave whichever occurs first. The employer shall not unreasonably refuse such a request.

## 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 (v)(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 23A, 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 two weeks carers leave in any year of service 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.
- (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 37 of this Award should be followed.

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

(iv) The employer may require the employee to provide proof of the need for carer's leave as follows:

- (a) Less than two weeks – Where less than two weeks carers leave in any year of service is sought to be used for caring purposes the employer may require the employee to 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) More than two weeks – Where more than two weeks carers leave in any year of service is sought to be used for caring purposes the employer may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
- (c) 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.

(v) 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.
- (vi) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a person who is ill or who requires care due to an unexpected emergency.
- (vii) 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.
- (viii) Carer's Entitlement for Casual Employees
  - (a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vii) 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 (v)(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 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) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the employer, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 21A of this Award for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (x) Make-up time: 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, within the spread of ordinary hours provided in the Award, at ordinary pay for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of the employer to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (v) above. Such leave shall be taken in accordance with Clause 23D, Annual Leave and Clause 23L, Special Leave of this Award.
- (xii) An employee, other than a casual employee, with responsibilities for an assistance animal, may in accordance with this subclause, use any current or accrued sick leave entitlement, for absences where an assistance animal that is ill or injured requires veterinary care.

For the purposes of this subclause an 'assistance animal' is defined in a manner consistent with section 9 of the *Disability Discrimination Act 1992* (Cth) to be guide dogs, hearing assistance dogs and trained animals (excluding working dogs) that are trained:

- (a) to assist a person with a disability to alleviate the effect of the disability; and
- (b) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

**C. EMERGENCY SERVICES LEAVE**

- (i) Subject to subclause (ii) of this clause, an employee, other than a casual, who engages in a ‘voluntary emergency management activity’ shall be entitled to up to five (5) days paid emergency services leave per calendar year from their accrued sick leave balance to participate in such activity.

- (ii) An employee is not entitled to paid emergency services leave under this clause if:

- (a) the employee has less than 12 months continuous service with the employer; or
- (b) the taking of the emergency services leave will result in the employee having an accumulated sick leave balance of less than three (3) weeks.

Note: An employee who does not qualify for Emergency Services Leave under this clause may apply for special leave under clause 23L of this Award.

- (iii) For the purposes of this clause, an employee engages in a ‘voluntary emergency management activity’ if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
  - (1) the employee was requested by or on behalf of the body to engage in the activity; or
  - (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (iv) For the purposes of this clause, a ‘recognised emergency management body’ is:

- (a) a body, or part of a body, that has a role or function under a plan that:
  - (1) is for coping with emergencies and/or disasters; and
  - (2) is prepared by the Commonwealth, a State or a Territory; or
  - (3) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (b) any other body, or part of a body, a substantial purpose of which involves:
  - (1) securing the safety of persons or animals in an emergency or natural disaster; or
  - (2) protecting property in an emergency or natural disaster; or
  - (3) otherwise responding to an emergency or natural disaster.

- (v) For the purposes of this clause, an ‘emergency’ means an event, actual or imminent, which endangers or threaten to endanger life, property or the environment and which requires a significant and coordinated response.

- (vi) The employer may require proof of participation in the voluntary emergency management activity to justify payment under this clause.

## **D. ANNUAL LEAVE**

### **Amount of Annual Leave**

- (i) For each year of service an employee (other than a casual) is entitled to:
  - (a) 4 weeks of paid annual leave; or
  - (b) 5 weeks of paid annual leave if the employee is regularly required to work a seven day a week rotating roster system.

### **Accrual of leave**

- (ii)
  - (a) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
  - (b) Paid annual leave accrues up to when the employment ends.

### **Taking paid annual leave**

- (iii) Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and the employer.
- (iv) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### **Annual leave at full pay, half pay or double pay**

- (v)
  - (a) This subclause applies to an employee who is an employee of a 'council' within the meaning of the *Local Government Act 1993* (NSW).
  - (b) An employee who is entitled to annual leave may, with the consent of the employer, take annual leave:
    - (1) on full pay; or
    - (2) on half pay; or
    - (3) on double pay.
  - (c) When an employee takes annual leave, the leave entitlement will be deducted on the following basis:
    - (1) a period of leave on full pay – the number of days so taken; or
    - (2) a period of leave on half pay – half the number of days so taken; or
    - (3) a period of leave on double pay – twice the number of days so taken.
  - (d) When an employee takes annual leave, the period of service for the purpose of leave accruals shall be as follows:
    - (1) a period of leave on full pay – the number of days so taken; or



- (2) a period of leave on half pay – half the number of days so taken; or
- (3) a period of leave on double pay – the number of days so taken.
- (e) The entitlement to taken annual leave at double pay is only available to an employee if, after taking the period of leave, the employee will have an accrued annual leave entitlement of not less than four (4) weeks.
- (f) Employees that take annual leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

**Payment in lieu of annual leave**

(vi)

- (a) This subclause applies to an employee who is an employee of a ‘council’ within the meaning of the *Local Government Act 1993* (NSW).
- (b) An employee and an employer may agree to a payment in lieu of a period of annual leave to which the employee is entitled only if:
  - (1) after the payment the employee will have an accrued annual leave entitlement of not less than four (4) weeks; and
  - (2) the payment in lieu of a period of annual leave is not less than the employee’s ordinary pay.
- (c) Periods of annual leave that are cashed out shall not attract any accruals.
- (d) Employees that are paid in lieu of annual leave shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

**Requirement to take annual leave**

(vii) The employer 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 two (2) 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, the employer 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 the employer 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.
- (5) Any arrangements concerning annual close down made under previous Awards will continue to apply unless otherwise agreed, provided that any request to change the arrangement shall not be unreasonably refused.

**Employee not taken to be on paid annual leave on Public Holidays**

- (viii) If the period during which an employee takes paid annual leave includes a day or part-day that is a declared public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that declared public holiday.

**Payment for annual leave**

- (ix) Unless otherwise provided, if an employee takes a period of paid annual leave, the employer must pay the employee at the employee's ordinary 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.

**Resignation or termination of employment**

- (x) On resignation or termination of employment, the employer shall pay to the employee their ordinary pay for all accrued untaken annual leave.

**Varying rates of pay**

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

**Recrediting annual leave**

- (xii)
  - (a) An employee who becomes ill or injured whilst on annual leave is entitled to have the leave recredited and replaced with sick leave subject to the employer being satisfied that:
    - (1) the illness or injury resulted in the employee being unable to derive benefit from the leave, and
    - (2) the illness or injury did not arise from the employee engaging in other employment, and
    - (3) the period of illness or injury is at least five (5) consecutive working days, and
    - (4) the employee will be returning to work at the conclusion of the leave; and
    - (5) the employee has enough sick leave to cover the period of illness or injury.
  - (b) The employer may require the employee to provide satisfactory medical evidence to justify the recrediting of the annual leave.

**E. LONG SERVICE LEAVE**

- (i)
  - (a) An employee (other than a casual) shall be entitled to Long Service Leave at ordinary 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) A casual employee shall be entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW), provided that in calculating the employee's long service leave entitlement there shall be a deduction of the long service leave accrued as a casual employee prior to 1 July 2023.

**Note:** prior to 1 July 2023 the casual loading compensated casual employees for long service leave.

- (c) Where an employee (other than a casual) has completed more than five years' service with the employer 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.
- (d) Where an employee (other than a casual) has completed more than five (5) years of service with the employer, the employee shall be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.

(ii)

- (a) An employee (other than a casual) who is entitled to long service leave may, with the consent of the employer, take long service leave:
- (1) on full pay; or
  - (2) on half pay; or
  - (3) on double pay.
- (b) When an employee (other than a casual) takes long service leave, the leave entitlement will be deducted on the following basis:
- (1) a period of leave on full pay – the number of days so taken; or
  - (2) a period of leave on half pay – half the number of days so taken; or
  - (3) a period of leave on double pay – twice the number of days so taken.
- (c) When an employee (other than a casual) takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
- (1) a period of leave on full pay – the number of days so taken; or
  - (2) a period of leave on half pay – half the number of days so taken; or
  - (3) a period of leave on double pay – the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

(iii)

- (a) Long service leave shall be taken at a time mutually convenient to the employer and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.
- (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary 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) Where an employee receives a varying rate of ordinary pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary pay shall be deemed to be the average weekly ordinary pay earned during the period actually worked over the 12 months immediately preceding the long service leave or the right to payment under this clause.
- (d) 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.

(iv)

- (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 employer within New South Wales shall be deemed to be service with the employer 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 employer to another provided the period between cessation of service with one employer and appointment to the service of another employer 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 employer and appointment to the service of another employer.

(v)

- (a) An employee (other than a casual) who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955*, (the "LSL Act"). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
- (b) Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.

(vi) For the purpose of this clause, service shall include the following periods: -

- (a) Any period of service with any of His Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.
- (b) In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.
- (c) Service shall mean all service with the employer irrespective of the classification under which the employee was employed.

- (vii) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
- (viii) When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate(s) of accrual applying to leave accrued in the five (5) years immediately prior to the transfer. By agreement between the former employer and the newly employing employer, more than the monetary equivalent of five (5) years of accrued long service leave may be transferred. 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 the employer(s). A statement showing all prior continuous service with the employer(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 employer's Long Service Leave Record.
- (ix) The employer which has received under subclause (viii) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s) shall if the employee subsequently leaves the service of that employing employer to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing employer (s) the amount paid.
- (x) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 22, Holidays of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
- (xi) When the service of an employee is terminated by death the employer 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.
- (xii) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.
- (xiii)
  - (a) An employee who becomes ill or injured whilst on long service leave is entitled to have the leave recredited and replaced with sick leave subject to the employer being satisfied that:
    - (1) the illness or injury resulted in the employee being unable to derive benefit from the leave, and
    - (2) the illness or injury did not arise from the employee engaging in other employment, and
    - (3) the period of illness or injury is at least five (5) consecutive working days, and
    - (4) the employee will be returning to work at the conclusion of the leave; and
    - (5) the employee has enough sick leave to cover the period of illness or injury.
  - (b) The employer may require the employee to provide satisfactory medical evidence to justify the recrediting of the long service leave.

**F. UNPAID PARENTAL LEAVE AND NO SAFE JOB LEAVE (GENERAL)**

**Relationship with federal legislation** – Clauses 22F, 22G, 22H and 22I of this Award shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 – ‘Parental leave and related entitlements’ of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and
- (ii) the *Paid Parental Leave Act 2010* (Cth).

**Note:**

Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

**G. PAID PARENTAL LEAVE**

- (i) General

An employee can elect to receive one of the following leave options in connection with the birth of a child, if they meet the relevant eligibility criteria:

- Option 1: Parental Leave Make Up Pay (inclusive of PPL instalments), or
- Option 2: Paid Maternity Leave.

- (ii) **Option 1: Parental Leave Make Up Pay**

- (a) **Definitions** – in this clause:

- (1) **PPL instalments** shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
- (2) **parental leave make-up pay** shall mean the employee’s ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee’s ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

- (b) Eligibility

- (1) This clause shall apply to employees who are receiving PPL instalments as a primary or secondary claimant under Chapter 3, Part 3-1 of the *Paid Parental Leave Act 2010* (Cth) and who have had at least 12 months continuous service with the employer immediately prior to the commencement of paid parental leave.
- (2) This clause shall not apply to employees who elect to receive paid maternity leave.
- (3) This clause shall not apply where another employee of the employer receives paid maternity leave in connect with the pregnancy or birth of the child

- (c) Entitlement to parental leave make-up pay

- (1) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 26 weeks.
- (2) The period of parental leave make-up pay shall be counted as service for the purposes of

long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary pay.

- (3) Requalification period – An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the employer for at least 3 months since their previous period of parental leave.

(iii) Option 2: Paid Maternity Leave

(a) Definitions – in this clause:

- (1) *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.

(b) Eligibility

- (1) This clause shall apply to full time and part time female employees who have had at least 12 months continuous service with the employer immediately prior to the commencement of maternity leave and to female casual employees who have worked on a regular and systematic basis with the employer for at least 12 months prior to the commencement of maternity leave.
- (2) Requalification period – An employee shall not be entitled to a further period of paid maternity leave unless the employee has returned to work for the employer for at least 3 months since their previous period of paid maternity leave.
- (3) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (4) This clause shall not apply to employees who elect to receive parental leave make up pay.
- (5) This clause shall not apply where another employee of the employer receives parental leave make-up pay in connection with the pregnancy or birth of the child.

(c) Entitlement to paid maternity leave

- (1) Paid maternity leave shall be for 9 weeks on full pay or 18 weeks at half pay, or a combination of full pay and half pay that does not exceed the equivalent of 9 weeks on full pay.
- (2) Payment for paid maternity leave is to be based on the employee's ordinary pay applicable prior to the commencement of the leave period. Permanent part time employees will be paid on a pro-rata basis calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's ordinary pay in the 12 months immediately prior to the employee commencing paid maternity leave.
- (3) Employees may choose to commence paid maternity leave before the expected date of birth.
- (4) The period of paid maternity shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary pay.
- (5) Paid 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.

## (d) Notice of intention to take paid maternity leave

The employee must:

- (1) provide the employer with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice.
- (2) advise the employer 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.
- (3) 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.

**H. CONCURRENT PARENTAL LEAVE**

An employee, other than a casual, who is a supporting parent shall be entitled to up to two weeks paid concurrent parental leave 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 the employer immediately prior to the commencement of their concurrent parental leave.

**I. ADOPTION LEAVE**

## (i) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

## (ii) Pre-adoption Leave

- (a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.
- (b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:
  - (1) single continuous period of up to 2 days; or
  - (2) any separate periods to which the employee and the employer agree.

## (iii) Adoption Leave

- (a) Subject to subclause (c), an employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption according to the following scale:

| AGE OF CHILD AT THE DATE OF PLACEMENT                | ENTITLEMENT                               |
|------------------------------------------------------|-------------------------------------------|
| Less than 5 years of age                             | 9 weeks full pay, or<br>18 weeks half pay |
| Between 5 years of age and less than 16 years of age | 4 weeks full pay, or<br>8 weeks half pay  |

- (b) Notwithstanding the above, where the adopted child is aged between 5 years of age and less than 16 years of age at the date of placement with the employee and there are special needs and reasons in the child's life, the employer shall not unreasonably refuse to grant up to nine weeks paid adoption leave at full pay or 18 weeks paid adoption leave at half pay.
- (c) An employee is not entitled to paid adoption leave under this clause where the employee receives parental leave make-up pay in connection with the adoption of the child.



## (iv) Family reunion leave

- (a) An employee, other than a casual, able to establish that they were adopted under a "closed adoption" practice shall be entitled to up to five (5) days family reunion leave from their accumulated sick leave balance to reunite with their biological parent(s) for the first time.
- (b) For the purpose of this sub-clause "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed and the adopted child is thereby prevented from knowing the identity of such biological parent(s).

**J. BEREAVEMENT LEAVE**

## (i) Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:

- (a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
- (b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family;

## (ii) For the purposes of this clause, immediate family shall mean the following:

- (a) a spouse or de facto partner of the employee;
- (b) a child of the employee (including a miscarriage, or stillborn as defined in section 6 of the *Paid Parental Leave Act 2010*);
- (c) a parent of the employee;
- (d) a sibling of the employee;
- (e) a grandchild of the employee;
- (f) a grandparent of the employee;
- (g) a child of the spouse or de facto partner of the employee (including a miscarriage, or stillborn as defined in section 6 of the *Paid Parental Leave Act 2010*);
- (h) a parent of the spouse or de facto partner of the employee;
- (i) a sibling of the spouse or de facto partner of the employee;
- (j) a grandchild of the spouse or de facto partner of the employee;
- (k) a member of the employee's extended family living in the same domestic dwelling as the employee.

## (iii) For the purposes of this clause, extended family shall mean the following:

- (a) a niece of the employee;
- (b) a nephew of the employee;
- (c) an uncle of the employee;
- (d) an aunt of the employee;

- (e) a grandparent of the spouse or de facto partner of the employee;
  - (f) the spouse or de-facto partner of a sibling of the employee;
  - (g) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- (iv) The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (v) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in subclauses (i) to (iv) of Clause 23J, Bereavement Leave.
  - (b) The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

## **K. 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 employer 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 employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

- (a) An eligible employee shall be entitled to up to five (5) days paid leave to attend courses which are specifically directed towards relevant training for eligible employees.
- (b) For the purpose of this clause relevant training for eligible employees is training directly related to:
  - (1) Eligible employees' rights and responsibilities in their capacity as union delegates.
  - (2) Understanding this Award, enterprise agreements, council agreements, and council policies.
  - (3) Grievance and dispute procedures, and disciplinary procedures;
  - (4) Code of Conduct;
  - (5) Bullying, harassment, and discrimination.
- (c) Such leave will be available to an individual eligible employee once only during their employment, provided that the employer shall not unreasonably refuse additional training where:
  - (1) There is a change in relevant provisions of this Award; or
  - (2) More than three (3) years has elapsed since the eligible employee last took leave for the purpose of this clause.

- (d) An eligible employee is defined as a full-time or part-time employee:
    - (1) Who is a union delegate, who has been duly appointed by a union and the employer has been formally notified of that appointment; and
    - (2) Who has completed 12 months continuous service with the current employer, unless otherwise agreed.
  - (e) An eligible employee must comply with the following notice requirements:
    - (1) Provide the employer with at least four (4) weeks prior notice in writing of their request to attend a training course;
    - (2) Outline details of the type, content and duration of the course to be attended in the written notice.
  - (f) The employer will consider a request for leave in accordance with this clause having regard to:
    - (1) The operational requirements of the employer; and
    - (2) The capacity of the employer to make adequate staffing arrangements among current employees during the proposed period of leave.
  - (g) An employer must not unreasonably refuse to agree to a request by the employee to take training leave.
  - (h) An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary pay for such absence.
  - (i) An eligible employee will be required to provide the employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
  - (j) Nothing in this subclause prevents an employer and employee from agreeing to additional union training leave either with or without pay.
  - (k) Leave granted pursuant to this clause counts as service for all purposes of this award.
- (iii) Union Conference Leave

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

#### **L. SPECIAL LEAVE**

- (i) The employer may grant special leave, either with pay or without pay, to an employee for a period as determined by the employer to cover any specific matter approved by the employer, including but not limited to:
  - (a) leave for victims of family and domestic violence; or
  - (b) leave for engaging in a voluntary emergency management activity; or
  - (c) compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
  - (d) leave to attend to duties as a member of the Australian Defence Force, provided such leave is consistent with the *Defence Reserve Service (Protection) Act 2001*.

Note: Section 31 of the *Defence Reserve Service (Protection) Act 2001* provides that the period of absence on defence service other than “continuous full-time defence service is taken to be paid service in employment.

- (ii) Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (iii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

#### **M. PAID FAMILY AND DOMESTIC VIOLENCE LEAVE**

- (i) Subdivision CA of Division 7 of Part 2-2 of the *Fair Work Act 2009* (Cth) forms part of this Award.

**Note:**

Division 2A of Part 6-3 of the *Fair Work Act 2009* (Cth) extends federal entitlements to family and domestic leave to all employers/employees, including NSW local government employers/employees. Under the *Fair Work Act 2009* (Cth) all employees can access 10 days of paid family and domestic violence leave during each 12 month period of employment. This includes part-time and casual employees. The entitlement does not accumulate from year to year.

#### **24. Flexibility for Work**

- (i) In recognition of the commitment to provide flexibility for work and family responsibilities and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their work and family responsibilities.

#### **Requests for a change in working arrangements**

- (ii) An employee (other than a casual) may request a change in working arrangements including but 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;
  - (h) variations to ordinary hours and rosters;
  - (i) purchased additional annual leave arrangements;
  - (j) remote work arrangements (e.g. working from home arrangements); and
  - (k) arrangements to accommodate breastfeeding women.

- (iii) The employee's request must be in writing and include:

- (a) the nature of the proposed change (i.e. relevant details);
- (b) the reason(s) for the proposed change;
- (c) likely effects of the proposed change; and
- (d) such other information as is reasonable in the circumstances.

**Mutual duty to discuss requests for changes in working arrangements**

- (iv) The employee and employer must discuss requests for changes in working arrangements as soon as practicable, give prompt consideration to any issues/concerns raised in relation to the request, and explore measures to avert or mitigate any adverse effects of the proposed change.

**Responding to a request for changes in working arrangements**

- (v) The employer has a right to approve or refuse an employee's request for a change in working arrangements provided that any such refusal is not unreasonable.
- (vi) If sought by the employee, the employer must provide the employee with its reason(s) in writing for refusing their request for a change in working arrangements.
- (vii) The terms of agreed changes in working arrangements must be in writing.

**Note:** The terms of agreed changes in working arrangements should include, but not be limited to, the nature of the change, the duration of the change, and a review date (if relevant).

**25. Phased Retirement**

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
  - (a) Part-time work;
  - (b) Flexi time;
  - (c) Leave without pay;
  - (d) Job sharing arrangements;
  - (e) Variations to ordinary hours and rosters;
  - (f) Job redesign; and
  - (g) Purchased additional annual leave arrangements.

- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either the employer or the employee.

**26. Health and Wellbeing**

- (i) The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.

- (ii) Employers are encouraged to develop workplace health and/or wellbeing programs.
- (iii) An employee may, with the consent of the employer, take up to two (2) days paid leave per calendar year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:
  - (a) the granting of paid leave under this clause is at the discretion of the employer; and
  - (b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
  - (c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

## **27. 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 20, Hours of Work of this Award.
- (ii) Prior to commencing part-time work the employer 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 salary system rate of pay 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 employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
  - (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 the employer and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vi) A part-time employee may work more than their regular number of hours at ordinary pay by agreement. Where an employee works hours outside the spread of hours in clause 20, Hours of Work of this Award, the provisions of clause 21, Overtime, shall apply.
- (vii) 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.
- (vii) 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.
- (ix) 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.

**28. Casual Employment**

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii)
  - (a) A casual employee shall not:
    - (1) replace an employee of the employer on a permanent basis; or
    - (2) be engaged by the employer on a permanent basis.
  - (b) An employee engaged under this clause for a period in excess of 12 months may request that the employer review the nature of their engagement.
    - (1) A review under subclause (ii)(b) shall examine whether or not the position is more appropriately filled by a permanent employee. In undertaking this review the employer shall have regard to the following matters:
      - the genuine operational reasons that align with the nature of the role;
      - the service requirements of the position;
      - the seasonal nature of the role;
      - if the position is contingent upon external funding; and
      - any other relevant matter.
    - (2) As a result of a review conducted under subclause (ii)(b) an employee may be invited to apply for a permanent position with the employer.
- (iii) A casual employee shall be paid the hourly salary system rate of pay for ordinary hours worked in accordance with clause 20, Hours of Work.
- (iv) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 20B. The penalties are calculated on the hourly salary system rate of pay.
- (v) Casual employees who work outside the relevant spread of hours identified at clause 20C(i) and (iii) are entitled to a shift penalty. The penalty is calculated on the hourly salary system rate of pay.
- (vi) Subject to clause 21A(viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of the employer, if such permanent 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 20, Hours of Work.
- (vii) In addition to the amounts prescribed by subclause (iii) of this clause, a twenty-five percent loading, calculated on the hourly salary system rate of pay, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of annual leave, sick leave, and severance pay. Casual loading is not payable on overtime.
- (viii) Casual employees engaged on a regular and systematic basis shall have access to annual assessment under the employer's salary system.
- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (viii) of Clause 23, Part B of this Award.
- (x) Bereavement entitlements shall be available for casual employees as set out in subclause (v) of Clause

23J of this Award.

## **29. 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 employer and the employees concerned.
  - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) The employer 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 20, Hours of Work of this Award.
  - (b) The job sharers in conjunction with the employer 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 the employer 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 pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at ordinary pay by agreement. Where an employee works hours outside the spread of hours in clause 20, Hours of Work of this Award the provisions of clause 21, Overtime, shall apply.
- (vii) The employer 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 the employer 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 employer.



### 30. Labour Hire

- (i) Labour hire staff employed by a labour hire business shall not be engaged on a permanent basis in work functions ordinarily filled by permanent employees of the employer. In ensuring that labour hire staff are not engaged on a permanent basis the employer shall review the use of labour hire services on an annual basis.
- (ii) This clause does not apply to the employment of apprentices and/or trainees by a group training business.
- (iii) For the purpose of this clause:
  - (a) a “labour hire business” is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:
    - (1) the staff of that business are not performing the specific duties of a position(s) covered by the employer’s organisation structure;
    - (2) the business is providing professional business services which cannot reasonably be fulfilled by the employer’s employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
    - (3) the business is a bona fide contractor providing both equipment and employees to the employer; or
    - (4) the business is another entity covered by this Award.
  - (b) a “group training business” is a bona fide group training 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 apprentices and/or trainees to the employer for the purpose of such staff performing work or services as an apprentice or trainee for that employer.
- (iv) Notwithstanding the provisions of subclause (i), the employer and the relevant union may agree in writing that the employer may replace an employee of the employer on a permanent basis with the employee of a labour hire business.

### 31. Multiple Employment

Where an employee is employed in a second position with the employer the second position shall, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:

- (i) the positions involve different duties or are in different work function areas; and
- (ii) the employee agreed to the employment in the second position.

### 32. Junior and Trainee Employment

#### A. GENERAL

- (i) The rates of pay specified in Band 1/Level 1 are 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 rates 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) If the employment is to be continued beyond the training period upon the successful completion of training, the employee shall proceed to the appropriate band and level in the structure.
- (v) In addition to the vocational training direction, the employer 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 TRAINEES AND APPRENTICES**

- (i) The object of Part D of this clause is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based traineeships/apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III Australian Qualifications Framework (AQF) qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001* (NSW).
- (ii) The hourly rates for school based trainees/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 20, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based trainee/apprentice is a full time school student, the time spent in off-the-job training for which the school based trainee/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 trainees/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 trainees/apprentices are entitled to pro rata entitlements of all other conditions of employment.

**E. GOVERNMENT FUNDED TRAINEESHIPS**

- (i)
  - (a) Part E of this clause does not apply to apprentices or trainees who are already trained and job ready.
  - (b) A government funded traineeship shall not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.
  - (c) Trainees shall not displace existing employees from employment.
- (ii)
  - (a) Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
  - (b) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- (iii) The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.
- (iv) The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Training Agreement.
- (v) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (vi) 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 Training Agreement.
- (vii) A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant employer and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- (viii) Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (ix)
  - (a) The employer 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 employer 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.
- (x) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the employer 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.
- (xi) Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the employer for the purposes of this

Award or any other legislative entitlements.

(xii) Wages:

- (a) The minimum 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.

### 33. 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 employers' training plans.

(ii)

- (a) All employees shall have reasonable and equitable access to education and training, such education and training shall:
  - (1) be consistent with the employer's training plan
  - (2) enable employees to acquire the range of skills they are required to apply in their positions
  - (3) enhance employees' opportunities for career path development and mobility through employer's organisation structures, through participation in the employers' training plans.
  - (4) Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
    - (i) 10 hours per annum, or
    - (ii) in accordance with legislated CPD requirements,whichever is the greater.
- (b) Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.

(iii) Organisation Training Plan and Budget

- (a) The employer shall develop an organisation training plan and budget consistent with:
  - (1) the current and future skill requirements of the employer.
  - (2) the size, structure and nature of the operations of the employer.
  - (3) the need to develop vocational skills relevant to the employer and the Local Government

industry.

- (b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
  - (c) The organisation training plan shall be designed in consultation with the consultative committee.
  - (d) The organisation training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
  - (e) The organisation training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
  - (f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) Training Plans for Positions
- (a) Subject to subclause (iv)(b) of this clause, employers may develop training plans for positions (or for individual employees).
  - (b) If requested by an employee (other than a casual or temporary employee) the employer must develop a training plan for the employee.
- (v) If an employee is required by the employer to undertake training in accordance with the employer's training plan:
- (a) the employer 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 the employer will grant paid leave to attend such course requirements shall be specified in the training plan;
  - (c) the employer shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
  - (d) the employer 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) the employer and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (vi) The employer may grant an employee undertaking a course consistent with the employer's training plan, although not at the employer'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 the employer 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. The employer may pay course fees at its discretion.
- (vii) The parties shall continue to engage with the VET system to ensure that the skills needs of local government are addressed in training package development.

### **34. Consultative Committees**

#### **A. AIM**

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

- (i) provide a forum for consultation between the employer and its employees that encourages a free and open exchange of views;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the employer 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 the employer's workforce and agreed to by the employer 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 the employer.
- (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 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
  - (j) proposed variations to leaseback vehicle arrangements
  - (k) health and wellbeing programs.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 36, 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 the employer should note the dissenting views.

- (ii) The consultative committee shall meet as required.

### 35. Appointment and Promotion

- (i) Where an employer is required by section 348 of the *Local Government Act 1993* (NSW) to advertise a position within the organisation structure of the employer, prior to advertising the position externally, the employer may consider advertising the position internally if such an approach enables suitably qualified persons to apply for the position.
- (ii) Where a job applicant for a position is unsuccessful, they may request the reason(s) as to why they were not appointed, and upon such request, the employer shall provide the reason(s).
- (iii) Where an employee has applied for a position and their application is unsuccessful, they may request a review of their individual education and training needs.
- (iv) Employers shall provide every new employee a copy of the Local Government Employee Information Statement (“LGEIS”) approved by the Association and Unions before, or as soon as possible after, they commence employment with the employer.

### 36. Term Contracts

- (i) The employer may only employ a person on a term contract of employment in the following situations:
  - (a) for the life of a **specific task or project** that has a definable work activity, or
  - (b) to perform the duties associated with an **externally funded position** where the length of the employment depends on the length of the funding, or
  - (c) to perform the duties associated with a **vacant position** until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or
  - (d) to **temporarily replace** an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, or
  - (e) to undertake training and work as part of an **apprenticeship, traineeship, graduate training program or student work experience program** in conjunction with an education institution, or
  - (f) to **trial a new work area**, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
  - (g) to perform the duties associated with a vacant position during the intervening period between **when the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects** on the employment in the vacant position and the date that the changes are implemented; or
  - (h) to accommodate **time limitations imposed by law or sought by the employee** (e.g. visa restrictions); or
  - (i) to perform **seasonal work** (also see subclause 23E(xii) of this Award).
- (ii) As of the first full pay period on or after 1 July 2020, employers shall identify in the letter of offer / contract of employment offered to a prospective employee, and the position description (where appropriate), the relevant situation identified in subclause (i) above that gives rise to employment pursuant to a fixed or maximum term contract.

### 37. 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 employer represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance, dispute, or concern regarding workplace bullying 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) Subject to section 130 of the *Industrial Relations Act 1996* (NSW), 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. Nothing in this clause shall prevent the employer from temporarily adjusting work practices, where appropriate, to eliminate or control work, health and safety risks.

### 38. 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, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (a) the suspension shall not be for longer than is reasonably necessary to conduct a proper investigation.
  - (b) the suspension shall be limited to circumstances where suspected unsatisfactory work performance or conduct, if substantiated, would constitute a serious breach of the employer's code of conduct, policies, procedures, or the employee's contract of employment.
  - (c) 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.
  - (d) 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.
  - (e) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (f) The employer shall not unreasonably refuse an application for paid leave under this provision.
  - (g) By agreement an employee may be transferred to another position or place of work.
- (ii) Be entitled to request the presence of an Association and/or union representative at any stage.

**C. WORKPLACE INVESTIGATIONS**

- (i) The parties to the Award have agreed on guidelines ("guidelines") concerning workplace investigations.
- (ii) Failure to comply with the guidelines may be used as evidence that a person or employer has failed to properly conduct or speedily conclude a workplace investigation. However, a person or employer cannot be prosecuted only because of a failure to comply with the guidelines.
- (iii) Upon becoming aware of possible unsatisfactory work performance or conduct by an employee the employer may decide to investigate.
- (iv) Workplace investigations are a process by which employers gather information to assist the employer to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- (v) When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that the employer should consider include:
  - The seriousness of the possible unsatisfactory work performance or conduct;
  - How recent the possible unsatisfactory work performance or conduct occurred;
  - Potential implications in not undertaking an investigation;
  - Whether there have been concerns, threats or allegations made against the employee previously by any complainant;
  - Whether the complaint itself has been copied to others, thereby indicating that any allegation about work performance or conduct may be vexatious, punitive or harassment; and

- Whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).
- (vi) Employers shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

#### **D. DISCIPLINARY 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 the employer. The employer and employee will discuss the reason(s) for the unsatisfactory work performance or conduct including matters external to the workplace, and, where appropriate, measures to assist the employee to improve their work performance or conduct. Such measures may include, for example, training, counselling and provision of an Employee Assistance Program (EAP).
- (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 the employer 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.

#### **E. PENALTIES**

- (i) After complying with the requirements above, the employer may:
- (a) Demote the employee to a lower paid position or a lower salary point/step provided that the employee shall not suffer a reduction in the ordinary pay for 2 weeks from the date of the demotion.
  - (b) Suspend the employee without pay from work for a specified period of time.
  - (c) Terminate the employment of the employee in accordance with Clause 41, Termination of Employment of this Award.
- (ii) Notwithstanding the above, the employer may take appropriate disciplinary action before and/or during the procedures in clause 38D in cases of misconduct or where the employee's performance warrants such action.

### **39. Work Health and Safety**

#### **A. STATEMENT OF INTENT**

The parties to the Award are committed to co-operating positively to:

- (i) promote the safety and welfare of workers and other people in the workplace;
- (ii) eliminate unsafe work practices; and
- (iii) ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011 (NSW)*, *Work Health and Safety Regulation 2011 (NSW)* and associated codes of practice.

#### **B. SPECIFIC PROVISIONS**

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

#### **C. FURTHER INFORMATION AND RESOURCES**

Further information and resources are available from the following organisations:

- (i). Workcover NSW: [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)
- (ii) Safe Work Australia: [www.safeworkaustralia.gov.au](http://www.safeworkaustralia.gov.au)

### **40. Workplace Bullying**

- (i) The parties to the Award are committed to:
  - (a) eliminating bullying in the workplace; and
  - (b) pursuing legislative change to give the Industrial Relations Commission of New South Wales the power to make any order it considers appropriate (other than an order requiring payment of a pecuniary penalty amount) to prevent workers from being bullied at work.
- (ii) ‘Bullying’ shall mean conduct at work where a person or group of people repeatedly act unreasonably towards an employee or group of employees, and that behaviour creates a risk to health and safety.
  - Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
  - Aggressive, threatening or intimidating conduct;
  - Belittling or humiliating comments;
  - Spreading malicious rumours;
  - Teasing, practical jokes or ‘initiation ceremonies’;
  - Exclusion from work-related events;
  - Unreasonable work expectations, including too much or too little work, or work below or beyond an employee’s skill level;
  - Displaying offensive material; and

- Pressure to behave in an inappropriate manner.
- (iii) Reasonable management action carried out in a reasonable manner shall not constitute bullying behaviour.
- (a) Examples of reasonable management action may include, but are not limited to:
- Performance management practices;
  - Disciplinary action for misconduct;
  - Informing an employee about unsatisfactory work performance or inappropriate work behaviour;
  - Directing an employee to perform duties in keeping with their job;
  - Maintaining reasonable work goals and standards;
  - Legitimately exercising a regulatory function; and
  - Legitimately implementing a council policy or administrative process.

Where bullying behaviour is alleged, the grievance and dispute procedures of clause 36 will apply.

#### **41. Termination of Employment**

- (i)
- (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to the employer two (2) weeks' notice of their intention to terminate their employment.
- (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of the employer in subclause (iv) of this clause.
- If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.
- (ii) The employer and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, the employer 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 employer 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 41, Workplace Change and Redundancy, of this Award.

## 42. Workplace Change

### (i) Definitions

#### (a) In this clause:

“Significant effects include:

- termination of employment; or
- major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- the loss of or reduction in, job or promotion opportunities or job tenure; or
- the alteration of hours of work; or
- the need for employees to be retrained or transferred to other work or locations; or
- job restructuring.

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

### (ii) Pre-Proposal Stage

- (a) An employer may consult with relevant employees and/or unions, where appropriate, when developing options for proposed workplace change.
- (b) Consultation under subclause (ii)(a) does not need to occur in writing.

### (iii) Proposal Stage

- (a) **Employer's duty to notify a proposed workplace change that is likely to have significant effects** – Subject to the exceptions identified at subclause (v) of this clause, where the employer proposes a workplace change that is likely to have significant effects, the employer shall provide notice in writing and transmitted electronically (where available), to the employees who may be affected by the proposed change and the unions to which they belong as follows:
  - (1) Subject to subclause (iii)(a)(2) of this clause, at least twenty-eight (28) days prior to making a definite decision; or
  - (2) Where the proposed change may involve terminating an employee's employment because of the introduction of technology, at least three (3) months prior to the making of a definite decision.
- (b) Notice of proposed workplace change under subclause (iii)(a) shall include:
  - (1) the nature of the proposed change;
  - (2) the reasons for the proposed change;
  - (3) the positions likely to be affected; and
  - (4) such other information as is reasonable in the circumstances.
- (c) **Employer's duty to discuss proposed workplace change** – The employer shall discuss with the employees likely to be affected and the unions to which they belong, what effects the proposed change is likely to have on the employees and any alternative proposals. The employer shall give

prompt consideration to matters raised by the employees and their unions in relation to the proposed change. These discussions shall commence as early as practicable.

- (d) The employer shall provide all relevant information to the employees and the union to which they belong.
- (e) The employer may reconsider the original proposed workplace change.
- (f) Competitive tendering – Where employees who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reasons in writing.

(iv) Decision and Implementation Stage

- (a) **Employer's duty to notify a definite decision that has significant effects** – Subject to the exceptions identified at subclause (v) of this clause, where the employer has made a definite decision to introduce major workplace change that has significant effects on employees, the employer shall provide notice in writing and transmitted electronically (where available), to the employees who will be affected by the change and the unions to which they belong at least seven (7) days before a definite decision is implemented.
- (b) The purpose of the Decision and Implementation Stage is for the employer to discuss with affected employees and the unions to which they belong, measures to minimise or mitigate the adverse effects of the definite decision. At this Stage the employer is not bound to give any further consideration to matters raised by the employees and their unions in relation to the proposed workplace change.
- (c) Notice of a definite decision under subclause (iv)(a) shall include (where applicable):
  - (1) the nature of the definite change;
  - (2) the reasons for the definite change;
  - (3) the positions to be affected;
  - (4) in the case of termination of employment:
    - The number and category of employees whose employment is to be terminated; and
    - The period over which the terminations are likely to be carried out;
  - (5) such other information as is reasonable in the circumstances.
- (d) **Employer's duty to discuss** – The employer shall discuss with the employees affected and the unions to which they belong, measures to avert or mitigate any adverse effects of the change on employees and shall give prompt consideration to matters raised by employees and their unions.
- (e) The discussions shall take place as soon as practicable after the employer has made a definite decision and shall cover measures to avoid or minimise any adverse effects on the employees. Measures to mitigate adverse effects on employees may include, consideration of re-training opportunities; redeployment (including redeployment into positions occupied by casual and labour hire staff); 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.
- (f) **Implementation** – Subject to subclause (v) of this clause, the employer shall not implement a definite decision to introduce major workplace change that has significant effects on employees until the obligations under subclauses (iv)(a) and (iv)(d) of this clause have been met.

## (v) Exceptional circumstances

Notwithstanding the provisions of subclauses (iii) and (iv) of this clause, workplace change may be implemented in accordance with the following:

| A                                                                                     | B                                             |
|---------------------------------------------------------------------------------------|-----------------------------------------------|
| If affected employees consent to workplace change                                     | Immediately                                   |
| If all unions with coverage of the affected employees consent to the workplace change | Immediately                                   |
| Exceptional Circumstances                                                             | 14 days after the provision of Written Notice |

- (b) For the purpose of this subclause Exceptional Circumstances refers to workplace change that is the result of something that is unexpected and beyond the employer's control that results in a significant loss of funding for positions or no useful work for employees in the foreseeable future.
- (c) For the purpose of this subclause Written Notice means notification that is in writing and transmitted electronically (where available) to the employees affected by the change and the unions to which they belong. The Written Notice shall include (where applicable):
- (1) the nature of the definite change;
  - (2) the reasons for the definite change;
  - (3) the positions to be affected;
  - (4) in the case of termination of employment:
    - The number and category of employees whose employment is to be terminated; and
    - The period over which the terminations are likely to be carried out;
  - (5) such other information as is reasonable in the circumstances.

#### **43. Termination of Employment and Redeployment Due to Redundancy**

## (i) Notice of Termination

- (a) Where the employer terminates an employee's employment due to redundancy, the employer shall provide the employee with five (5) weeks' notice to terminate or pay in lieu thereof provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice or payment of notice under this paragraph shall be deemed to be service with the employer for the purposes of calculating leave entitlements under this Award.

## (ii) Notice to Centrelink

Where a decision has been made to terminate fifteen (15) or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons, the employer shall notify Centrelink as soon as possible giving relevant information as provided at section 530 of the *Fair Work Act 2009* (Cth).

## (iii) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy except where the employee concerned has been offered, but has refused to accept, an alternative position within the employer'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 (i) of this Clause, the employee shall be entitled to severance pay as follows:

| COMPLETED YEARS OF SERVICE WITH THE EMPLOYER | 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 |

- (iv) 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 employer's employment until the expiry of the notice period.
- (v) During a period of notice of termination given by the employer, 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 employer the employee shall provide proof of attendance at an interview.
- (vi) A redundant employee shall be entitled to the payment of a job search allowance of up to the rate set out in Table 2 of Part B of this Award inclusive of Fringe Benefits Tax (FBT) 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 employer or until the employee secures alternative employment, whichever is the sooner. Where the employer supplies the employee with a portable electronic device primarily for use in the employee's employment, the employer may by written agreement, gift the device to the employee in lieu of all or part of the job search allowance provided for in this subclause.
- (vii) If the employee agrees to be redeployed by the employer 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 severance 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 severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (viii) The employer shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) The employer 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 Human Services.
- (x) In the event that the employer determines that a position is redundant, the employer where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xi) 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 employers bound by this Award.



- (xii) Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (iii) above if the employer obtains acceptable alternative employment for an employee.
- (xiii) Nothing in this clause shall restrict an employee with ten years' service or more and the employer from agreeing to further severance payments.
- (xiv) Nothing in this clause restricts the elected council and/or general manager from exercising their right under the *Local Government Act* 1993 (NSW) to determine and/or re-determine the organisation structure from time to time, and to implement such determinations.

#### 44. 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 employer 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 11, Performance Evaluation and Reward; Clause 13, Payment of Employees; Clause 17, subclauses (x) and (xi), Travelling and Camping Allowances; Clause 20, Hours of Work; Clause 21, Overtime; Clause 22, Holidays; Clause 27, Part-Time Employment; and Clause 29, Job Share Employment.
  - (b) the agreement does not provide less than the entry level rates of pay;
  - (c) the agreement is consistent with the *Industrial Relations Act* 1996 (NSW) 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 Principles for Approval of Enterprise Agreements.
- (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 employer 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.
- (iv)
  - (a) Section 44 of the *Industrial Relations Act* 1996 (NSW) relating to the termination of enterprise agreements shall apply to the termination of council agreements made in accordance with this clause, and a council agreement may be terminated in the same manner as an enterprise agreement.
  - (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of

written notice to each other party to the agreement, at least three (3) months' notice shall be given. The notice may be served before the end of the nominal term.

- (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

#### **45. Savings and Transitional**

- (i) The employer 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 the employer 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 the employer'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 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 20, 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 47.
- (iii) Where employees, employed in areas where the employer'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, Wialda, 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 annual leave provided at subclause 23D(i) of this Award, the employee shall retain this entitlement whilst still employed by the employer 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 employers 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 salary system rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the employer 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 employer 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 employer to another employer 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 the employer 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.

#### **46. Leave Reserved**

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in Clause 17(vi)(a) and compensation of tools as set out in Clause 17(vi)(d) of this Award in line with the Crown Employees (Skilled Trades) Award.
- (ii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend Clause 17(x)(j), Clause 18A(i), Clause 18A(iii) and Clause 18B of this Award to reflect such adjustment. The vehicle allowance rates are to be set and may be amended as follows:
- For vehicles with an engine capacity of 2.5L and above, in line with the motor vehicle allowance provided for in the federal Local Government Industry Award 2020.
  - For vehicles with an engine capacity of under 2.5L, 85% of the rate provided for vehicles with an engine capacity of 2.5L and above;
  - For hybrid vehicles, 65% of the rate provided for vehicles with an engine capacity of 2.5L and above.
  - For electric vehicles, 45% of the rate provided for vehicles with an engine capacity of 2.5L and above.

The minimum quarterly payment is the vehicle allowance rate for an engine capacity of 2.5L and above multiplied by 2,750.

Notwithstanding the above, leave is also reserved to the parties to apply to vary the vehicle allowances under the Award relating to zero or low emissions vehicles to ensure that they reflect a fair and reasonable reimbursement of the expense.

- (iii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in Clause 17(xiv) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published

by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).

- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in Clause 32E(xii) in accordance with the pay scales derived from the federal Local Government Industry Award 2010.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 32, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of employees by NSW Fair Trading.
- (vii) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes that relate to parental leave.
- (viii) Leave is reserved for the parties to apply to vary Clause 18B(iii)(b), variations to leaseback fees, to reflect future changes to fringe benefits tax.
- (ix) Leave is reserved for the parties to apply to vary Clause 23D, Annual Leave, to reflect variations to the *Annual Holidays Act 1944* (NSW) in relation to payment in lieu of annual leave or the taking of annual leave at full, half or double pay.
- (x) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes (statute and/or regulations) concerning the registration of professional engineers.
- (xi) The parties agree to commence a thorough review of the following allowances within 12 months of the commencement of the Award and have leave reserved to apply to the Industrial Relations Commission of New South Wales during the life of the Award for a determination of the arrangements to apply in the next award to succeed this Award:

Level 1 Adverse Working Conditions Allowance – subclause 17(i) of the Award

Level 2 Adverse Working Conditions Allowance – subclause 17(ii) of the Award

Sewer Chokes – subclause 17(iii) of the Award

Septic Tanks – subclause 17(iv) of the Award

Sewerage Treatment Works – subclause 17(v) of the Award

- (xii) The parties agree to commence a review of the shift penalties prescribed at clause 20C [Shift Work] and have leave reserved to apply to the Industrial Relations Commission of New South Wales during the life of the Award.

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

- (i) This Award shall apply to all employers and employees:
  - (a) in local government in New South Wales; and
  - (b) in the local government industry in New South Wales as defined in this clause.
- (ii) In this Award “local government industry in New South Wales” means all activities undertaken by local government entities, including activities undertaken by corporations controlled by one or more local government entities. For the purposes of this subclause a corporation is controlled by one or more local government entities if one or more local government entities have the capacity to determine the outcomes of decisions about the corporation’s financial and operating policies.

- (iii) The Award does not cover those employers and employees:
  - (a) whose positions are determined pursuant to section 332 of the *Local Government Act 1993* (NSW) to be senior staff positions;
  - (b) covered by the Local Government (Electricians) State Award;
  - (c) covered by the Nursing Homes, &c., Nurses' (State) Award;
  - (d) covered by the Local Government, Aged, Disability and Home Care (State) Award;
  - (e) covered by the Miscellaneous Workers Home Care Industry (State) Award;
  - (f) employed by The City of Sydney;
  - (g) employed by Wollongong City Council;
  - (h) employed by Broken Hill City Council (that being the County of Yancowinna);
  - (i) employed by Newcastle City Council and covered by the Entertainment and Broadcasting Industry – Live Theatre and Concert (State) Award;
  - (j) employed by the Moree Artesian Aquatic Centre and principally engaged in the duties of the MAAC Ltd Wellness Centre within the premises known as the MAAC Ltd; and
  - (k) employed by Newcastle Airport Pty Limited.
- (iv) This Award shall rescind and replace the Local Government (State) Award 2020 published the 3rd of July 2020 (388 IG 1038) and reprinted 21 April 2023 (394 I.G. 16) and all variations thereof.
- (v) This Award shall operate from the commencement of the first pay period on or after the 1 July 2023 and shall remain in force for a period of three years.
- (vi) The Award in column (a) of Table 1 of Part B provides for a 4.5% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2023.
- (vii) The Award in column (b) of Table 1 of Part B provides for a 3.5% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2024.
- (viii) The Award in column (c) of Table 1 of Part B provides for a 3% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2025.
- (ix) The increases in rates of pay provided by this Award shall apply to the rates of pay in employer's salary system.
- (x) 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%, 3%, 3.2%, 3.2%, 3.2%, 2.6%, 2.15%, 3.25%, 3.25%, 2.6%, 2.7%, 2.8%, 2.35%, 2.5%, 2.5%, 1.5%, 2.0% and 2.0% provided that the following increases shall not be absorbed:
  - (a) placement or progression within the employer'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.
- (xi) In agreeing to increases in rates of pay for the term of this Award, the parties recognise that employers and employees have and shall continue to engage in enterprise bargaining.

**PART B****MONETARY RATES – TABLE 1****CLAUSE 7 – RATES OF PAY**

| Band/Level                             | (a)<br>Rate Per Week<br>\$      | (b)<br>Rate Per Week<br>\$      | (c)<br>Rate Per Week<br>\$      |
|----------------------------------------|---------------------------------|---------------------------------|---------------------------------|
|                                        | First Pay<br>Period<br>01/07/23 | First Pay<br>Period<br>01/07/24 | First Pay<br>Period<br>01/07/25 |
| Operational Band 1                     |                                 |                                 |                                 |
| Level 1 (Juniors and Trainees)         |                                 |                                 |                                 |
| T1 at 15 years of age                  | 452.20                          | 468.00                          | 482.00                          |
| T2 at 16 years of age                  | 564.40                          | 584.20                          | 601.70                          |
| T3 at 17 years of age                  | 663.90                          | 687.10                          | 707.70                          |
| T4 at 18 years of age or over or HSC   | 776.10                          | 803.30                          | 827.40                          |
| T5                                     | 889.00                          | 920.10                          | 947.70                          |
| T6                                     | 959.60                          | 993.20                          | 1023.00                         |
| T7                                     | 1006.90                         | 1042.10                         | 1073.40                         |
| T8                                     | 1055.20                         | 1092.10                         | 1124.90                         |
| T9                                     | 1103.90                         | 1142.50                         | 1176.80                         |
| T10                                    | 1154.20                         | 1194.60                         | 1230.40                         |
|                                        |                                 |                                 |                                 |
| Level 2                                | 947.10                          | 980.20                          | 1009.60                         |
| Level 3                                | 1008.70                         | 1044.00                         | 1075.30                         |
| Level 4                                | 1116.30                         | 1155.40                         | 1190.10                         |
|                                        |                                 |                                 |                                 |
| Administrative/Technical/Trades Band 2 |                                 |                                 |                                 |
| Level 1                                | 1103.90                         | 1142.50                         | 1176.80                         |
| Level 2                                | 1266.00                         | 1310.30                         | 1349.60                         |
| Level 3                                | 1515.10                         | 1568.10                         | 1615.10                         |
|                                        |                                 |                                 |                                 |
| Professional/Specialist Band 3         |                                 |                                 |                                 |
| Level 1                                | 1266.00                         | 1310.30                         | 1349.60                         |
| Level 2                                | 1515.10                         | 1568.10                         | 1615.10                         |
| Level 3                                | 1764.30                         | 1826.10                         | 1880.90                         |
| Level 4                                | 2138.90                         | 2213.80                         | 2280.20                         |
|                                        |                                 |                                 |                                 |
| Executive Band 4                       |                                 |                                 |                                 |
| Level 1                                | 2013.70                         | 2084.20                         | 2146.70                         |
| Level 2                                | 2512.90                         | 2600.90                         | 2678.90                         |
| Level 3                                | 3135.90                         | 3245.70                         | 3343.10                         |
| Level 4                                | 3759.10                         | 3890.70                         | 4007.40                         |

Note: T stands for Trainee

**CLAUSE 32E (XII) – TRAINEESHIP WAGE RATES**

|                            | Highest year of schooling completed |               |               |
|----------------------------|-------------------------------------|---------------|---------------|
|                            | Year 10<br>\$                       | Year 11<br>\$ | Year 12<br>\$ |
| School leaver              | 398.70                              | 439.00        | 522.20        |
| Plus 1 year out of school  | 439.00                              | 522.20        | 607.70        |
| Plus 2 years out of school | 522.20                              | 607.70        | 707.20        |

|                                    |        |        |        |
|------------------------------------|--------|--------|--------|
| Plus 3 years out of school         | 607.70 | 707.20 | 809.70 |
| Plus 4 years out of school         | 707.20 | 809.70 |        |
| Plus 5 or more years out of school | 809.70 |        |        |

**MONETARY RATES – TABLE 2 ALLOWANCES**

|                                                            | First Pay<br>Period<br>01/07/23<br>\$                                  | First Pay<br>Period<br>01/07/24<br>\$                                     | First Pay<br>Period<br>01/07/25<br>\$ |
|------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------|
| Clause 17(i) Level 1 Adverse Working Conditions Allowance  | 0.481 p.h. or                                                          | 0.498 p.h. or                                                             | 0.513 p.h. or                         |
|                                                            | 18.28 p.w.                                                             | 18.92 p.w.                                                                | 19.49 p.w.                            |
| Clause 17(ii) Level 2 Adverse Working Conditions Allowance | 1.244 p.h. or                                                          | 1.288 p.h. or                                                             | 1.327 p.h. or                         |
|                                                            | 47.27 p.w.                                                             | 48.94 p.w.                                                                | 50.43 p.w.                            |
| Clause 17(iii) Sewer Chokes                                | 10.17 p.s.                                                             | 10.53 p.s.                                                                | 10.85 p.s.                            |
| Clause 17(vi)(a) Tool Allowances                           |                                                                        |                                                                           |                                       |
| Bricklayer                                                 | 25.30 p.w.<br>from first pay<br>period<br>24/11/2023<br>27.10 p.w.     | 27.10p.w.<br>from the first<br>pay period<br>03/04/2025<br>28.10p.w.      | 28.10p.w.                             |
| Carpenter & Plumber                                        | 35.40 p.w.<br>from first pay<br>period<br>24/11/2023<br>38.00 p.w.     | 38.00 p.w.<br>from the first<br>pay period<br>03/04/2025<br>39.40p.w.     | 39.40p.w.                             |
| Metal & Mechanical Trades                                  | 35.40 p.w.<br>from first pay<br>period<br>24/11/2023<br>38.00 p.w.     | 38.00 p.w.<br>from the first<br>pay period<br>03/04/2025<br>39.40p.w.     | 39.40p.w.                             |
| Painter & Signwriter                                       | 8.70 p.w.<br>from first pay<br>period<br>24/11/2023<br>9.30 p.w.       | 9.30 p.w.<br>from the first<br>pay period<br>03/04/2025<br>9.70p.w.       | 9.70p.w.                              |
| Plasterer                                                  | 35.40 p.w.<br>from first pay<br>period<br>24/11/2023<br>38.00 p.w.     | 38.00 p.w.<br>from the first<br>pay period<br>03/04/2025<br>39.40p.w.     | 39.40p.w.                             |
| Clause 17(vi)(d) Insurance Value                           | 2049.00 p.a.<br>from first pay<br>period<br>24/11/2023<br>2199.00 pa.a | 2199.00 p.a.<br>from the first<br>pay period<br>03/04/2025<br>2283.00p.a. | 2283.00 p.a.                          |
| Clause 17(x)(f) Travelling Allowances                      |                                                                        |                                                                           |                                       |
| 3 - 10 km                                                  | 5.73 p.j.                                                              | 5.93 p.j.                                                                 | 6.11 p.j.                             |
| 11 - 20 km                                                 | 9.05 p.j.                                                              | 9.37 p.j.                                                                 | 9.65 p.j.                             |
| 21 - 33 km                                                 | 13.10 p.j.                                                             | 13.56 p.j.                                                                | 13.97 p.j.                            |
| 34 - 50 km                                                 | 20.04 p.j.                                                             | 20.74 p.j.                                                                | 21.36 p.j.                            |
| Each additional 10kms                                      | 5.39 p.j.                                                              | 5.58 p.j.                                                                 | 5.75 p.j.                             |
| Clause 17(x)(j) Vehicle Allowance (cents / km)             |                                                                        |                                                                           |                                       |
| Int. combustion - 2.5 litres and over                      | 0.95 p.km.                                                             | 0.98 p.km.                                                                | Pending                               |
| Int. combustion - Under 2.5 litres                         | 0.81 p.km.                                                             | 0.83 p.km.                                                                | Pending                               |
| Hybrid vehicle                                             | 0.62 p.km.                                                             | 0.64 p.km.                                                                | Pending                               |

|                                                           |             |             |             |
|-----------------------------------------------------------|-------------|-------------|-------------|
| Electric vehicle                                          | 0.43 p.km.  | 0.44 p.km.  | Pending     |
| Clause 17(xi)(a) Camping Allowance                        | 74.54 p.n.  | 77.15 p.n.  | 79.46 p.n.  |
| Clause 17 (xii)(a) Community Language Allowance           | 25.30 p.w.  | 26.20 p.w.  | 27.00 p.w.  |
| Clause 17(xiii)(a) First Aid Allowance                    | 17.00 p.w.  | 17.60 p.w.  | 18.10 p.w.  |
| Clause 17(xiv) Meal Allowance                             | 18.23       | 19.43       | Pending     |
| Clause 17(xv) Civil Liability Allowance                   | 3.5%        | 3.5%        | 3.5%        |
| Clause 18A(i) Vehicle Allowances (cents / km)             |             |             |             |
| Int. combustion - 2.5 litres and over                     | 0.95 p.km.  | 0.98 p.km.  | Pending     |
| Int. combustion - Under 2.5 litres                        | 0.81 p.km.  | 0.83 p.km.  | Pending     |
| Hybrid vehicle                                            | 0.62 p.km.  | 0.64 p.km.  | Pending     |
| Electric vehicle                                          | 0.43 p.km.  | 0.44 p.km.  | Pending     |
| Clause 18A(iii) Minimum quarterly payment                 | 2612.50     | 2695.00     | Pending     |
| Clause 21C(ii) On Call Allowance on ordinary working days | 23.00 p.d.  | 24.00 p.d.  | 25.00 p.d.  |
| Clause 21C(iii) On Call Allowance - on other days         | 46.00 p.d.  | 48.00 p.d.  | 50.00 p.d.  |
| Clause 21C(iv) On Call Allowance - max. / week            | 207.00 p.w. | 216.00 p.w. | 225.00 p.w. |
| Clause 43(vi) Job Search Allowance                        | 2966.80     | 3070.60     | 3162.70     |
| Clause 45(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.w. = per week  | p.km. = per kilometre |
| p.a. = per annum | p.n. = per night | p.j. = per journey    |
| p.d. = per day   |                  | p.s. = per shift      |

**SCHEDULE 1****MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT**

Where employees camp out the employer 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 stove with two burners and a grill and, where such stove is an l.p.g. stove, 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 employer 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 employer indicating the age of the vans and maintenance work carried out on the vans.

## LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

### AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

### Schedule of Variations Incorporated

| Variation Serial No. | Date of Publication | Effective Date   | Industrial Gazette Reference |          |
|----------------------|---------------------|------------------|------------------------------|----------|
|                      |                     |                  | Volume                       | Page No. |
| C9556                | 20 January 2023     | 1 September 2022 | 393                          | 1562     |
| C9697                | 27 October 2023     | 1 September 2023 | 395                          | 631      |
| C9930                | 14 March 2025       | 1 September 2024 | 397                          | 1095     |

### PART A

#### 1. Arrangement

Clause No.      Subject Matter

#### PART A

1. Arrangement
2. Anti-Discrimination
3. Definitions
4. Skill Descriptors
5. Rates of Pay
6. Appointments and Promotions
7. Special Allowances
8. Tool Allowances
9. Terms of Employment
10. Calculation of Service
11. Hours
12. Part-time and Casual Employees
13. Overtime
14. On Call
15. Meal Breaks and Allowances for Overtime Work
16. Holidays
17. Annual Leave
18. Sick Leave
19. Carer's Leave
20. Bereavement Leave
- 20A. Parental Leave
21. Leave Without Pay
22. Long Service Leave
23. Training
24. Travelling Allowance
25. Higher Paid Work
26. Clothing
27. Driving of Motor Vehicles

28. Industry Allowance
29. Termination of Employment
30. Redundancy and Technological Change
31. Miscellaneous
32. Disciplinary, Grievance and Dispute Procedures
33. Council Agreement
34. Performance Evaluation and Reward
35. Consultative Mechanisms
36. Jury Service
37. Salary Sacrifice
38. Superannuation Fund Contributions
39. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

### SCHEDULE A

#### Clothing Regulations

## 2. Anti-Discrimination

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

## NOTES

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

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

**3. Definitions**

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

**4. Skill Descriptors**

- (i) Band 1 - Apprenticeship

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

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

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

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

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

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

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

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

(ii) Technical/Trades Band:

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

Band 2, Level 1 Skill Descriptors

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

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

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

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

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

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

Band 2, Level 2

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

Skill Descriptors

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

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

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

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

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

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

#### Band 2, Level 3

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

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

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

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

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

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

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

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

#### Skill Descriptors

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

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

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

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

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

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

(iii) Professional/Specialist Band

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

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

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

Band 3, Level 1

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

Skill Descriptors

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

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

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

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

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

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

Band 3, Level 2

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

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

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

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

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

#### Skill Descriptors

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

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

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

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

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

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

#### Band 3, Level 3

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

#### Skill Descriptors

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

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

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

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

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



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

#### Band 3, Level 4

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

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

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

#### Skill Descriptors

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

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

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

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

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

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

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

### 5. Rates of Pay

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

|  |         |                     |
|--|---------|---------------------|
|  | Level 3 | See Part B, Table 1 |
|  | Level 4 | See Part B, Table 1 |

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

All rates are entry level rates of pay only, with the exception of the rates paid to apprentices which will be actual rates of pay. An adult apprentice (i.e. a person employed as an apprentice who is 21 years of age or over at the time of entering into the indenture) will be paid a rate of pay no lower than that prescribed for a third year apprentice.

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

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

## 6. Appointments and Promotions

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

## 7. Special Allowances

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

|                                                                                                                                                                                                   |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| (a) Whilst engaged on unusually dirty work and/or work of a particularly offensive nature                                                                                                         | See Part B, Table 2 |
| (b) Whilst working in wet places or outdoors in wet weather where clothing and/or boots became saturated, whether by water, oil or other liquids                                                  | See Part B, Table 2 |
| (c) Whilst working in confined spaces, being a compartment, space or place, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation. | See Part B, Table 2 |
| (d) Whilst working underground or in trenches being 4 feet or more in depth                                                                                                                       | See Part B, Table 2 |

|                                                                                                                                                       |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| (e) Whilst working with raw sewerage to the extent that the employee comes into physical contact sufficient that it attaches to the employees clothes | See Part B, Table 2 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|

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

### 8. Tool Allowances

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

- (viii) Payment for Other Purposes - allowances prescribed by this clause will apply during periods of absence on annual leave, sick leave, long service leave and award holidays, but will not be accountable in the calculation of any entitlement and/or payment for accrued leave made to the employee upon termination of service.
- (ix) Allowances Indivisible - allowances prescribed by this clause are indivisible, except where the allowance has commenced, or ceases to be paid, on a date which does not coincide with the usual pay period. In this event, the allowance may be divided by one-fifth for each award-paid day, or part of a day.

### **9. Terms of Employment**

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

### **10. Calculation of Service**

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

### **11. Hours**

#### **A. Spread of Hours**

- (i) The ordinary hours for all employees will be worked between Monday and Friday and will not exceed 12 hours in any one day exclusive of unpaid meal breaks.
- (ii) Commencing and finishing times within or outside the spread of hours Monday to Friday as specified in paragraph (i) of this subclause may be altered by Agreement between management and the employees concerned. At any stage of discussions either the employee(s) or the council may seek assistance from the union or association.
- (iii) Existing commencing and finishing times of employees covered by this award will only change by agreement between those employees and management.
- (iv) An unpaid meal break of a minimum of 30 minutes will be given and taken within the first 5 hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes will be given and taken after a further 5 hours continuous work.

- (v) An employee will not at any time be compelled to work more than 5 hours without a break for a meal. If an employee is required to work during the normal meal break then the employee will be paid time and one half rates until the meal break is given.

B. Arrangement of Hours

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

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

C. General

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

**12. Part-Time and Casual Employees**

- (i)
  - (a) A part-time employee will mean an employee who is engaged to work a regular number of hours which are less than the full-time ordinary hours prescribed by the award.
  - (b) Such employee will receive all the conditions prescribed by the award on a pro-rata basis of the regular hours worked.

- (c) Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee will be paid for the hours normally worked on that day.
  - (d) Nothing in this clause will restrict council's ability to enter into job sharing arrangements with its employees.
- (ii)
- (a) A casual employee will mean an employee engaged on a day to day basis.
  - (b) A casual employee will be paid a twenty per cent loading on the appropriate hourly rate for every hour worked. This loading will be paid in lieu of all leave prescribed by the award.
  - (c) A casual employee will not replace an employee of council on a permanent basis.

### 13. Overtime

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

time that the overtime is being arranged that the employee will be unable to conveniently travel home after working overtime.

#### **14. On Call**

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

#### **15. Meal Breaks and Allowances for Overtime Work**

- (i) An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time will be paid a meal allowance as set out in item 15 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.

(ii)

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

### **16. Holidays**

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

### **17. Annual Leave**

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



- (b) Where an employee has been allowed annual leave before its due date and the employee's service is terminated any amounts paid in advance of the entitlement will be deducted from the termination pay.
- (iii) On resignation or termination of employment, the council will pay to the employee any accrued annual leave. In addition, the employee will be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed week of service. The amount payable will be calculated according to the ordinary rate of pay applicable at the date of termination of service.

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

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

### 18. Sick Leave

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

|                                 |        |
|---------------------------------|--------|
| After first 3 months an initial | 3 days |
| After first 6 months a further  | 4 days |

|                                           |         |
|-------------------------------------------|---------|
| After first 12 months a further           | 8 days  |
| After first 18 months a further           | 6 days  |
| After first 24 months a further           | 9 days  |
| After first 36 months a further           | 15 days |
| After first 48 months a further           | 15 days |
| After first 60 months a further           | 18 days |
| After each additional 12 months a further | 18 days |

or

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

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

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

## 19. Carer's Leave

- (1) Use of Sick Leave
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 19(1)(c) who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
  - (b) The employee will, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) The employee being responsible for the care of the person concerned; and

- (ii) The person concerned being:

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

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

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

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

- (2) Unpaid Leave for Family Purpose

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

(3) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part of a day, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and council may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(4) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of 13, Overtime, the following provisions will apply.
- (b) An employee may elect, with the consent of the council, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee will be paid overtime rates in accordance with the award.

(5) Make-up Time

- (a) An employee may elect, with the consent of the council, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the council, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(6) Rostered Days Off

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

(7) Personal Carers Entitlement for casual employees

- (1) Subject to the evidentiary and notice requirements in 19(1)(b) and 19(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 19(1)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

**20. Bereavement Leave**

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

**20A. Parental Leave**

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

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

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

(3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 20A(3)(a)(ii) and 20A(3)(a)(iii) must be recorded in writing.

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

Where an employee wishes to make a request under 20A(3)(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

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

- (b) The employee will 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 will 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 will not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or annual leave loading. Such periods of leave without pay will not however, constitute a break in the employee's continuity of service.
- (ii) Where an employee is absent from work on approved leave without pay, he/she will not be entitled to payment for any holiday which occurs during the period of absence.

**22. Long Service Leave**

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

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

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

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

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

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

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



(xii)

- (a) For employees engaged by Council prior to 1 July 1995 long service leave will be exclusive of all award holidays which occur during the period of such leave.
- (b) For employees engaged by Council on or after 1 July 1995. Long service leave provided by this Clause will be exclusive of annual leave but inclusive of any other holidays occurring during the taking of any period of long service leave.

(xiii) When the service of an employee is terminated by death the Council will pay to the employee's spouse or dependent children or legal representative the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of death as determined by the Council

(xiv) Full pay shall mean the salary prescribed in this award and in the case of an employee who enters upon a period of leave such salary as is applicable to the said period of leave. In the case of an employee who dies after having become entitled to but not having entered upon a period of leave such salary as is applicable at the date of such death.

### **23. Training**

#### **A. Trade Union Training Leave**

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

B. Council Training

(i)

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

Accordingly, the parties commit themselves to:

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

(ii) Entry Level Training

Entry level training includes:

- (a) Induction level training which adjusts and enhances skills learned outside of the Local Government industry to the service criteria of a tier of Government;

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

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

Performance criteria should consist of outcomes and evaluative statements.

(viii) Skills Acquired

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

#### 24. Travelling Allowance

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

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

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

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

#### 25. Higher Paid Work

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

## 26. Clothing

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

## 27. Driving of Motor Vehicles

- (i) Driver's Licences - an employee appointed to a position, the duties of which, require the employee to hold a motor vehicle driver's licence or motor cycle rider's licence, will be reimbursed the annual cost of such licence by the Council provided that:

- (a) Where an employee is eligible for and elects to renew a licence for a period of more than one year, the Council may reimburse the employee each year an amount equal to the pro-rata annual cost.
- (b) The Council may elect to reimburse the full cost of an employees' multiple year licence. Where the Council elects to reimburse in full the cost of a multiple year licence, and subsequently;
- (i) the employee's service is terminated for any reason;
- (ii) the employee's licence is revoked, suspended or cancelled; or
- (iii) the employee ceases to carry out duties requiring the employee to drive a vehicle; then the Council will be entitled to deduct from the wages or salary due to the employee the balance of the yearly proportionate value of the licence.
- (c) The Council will not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.

- (ii)

- (a) Use of Private Vehicles: Where, by mutual arrangement between the Council and the employee concerned, the employee supplies a privately owned motor vehicle and/or other equipment associated therewith, on a regular basis for use in the Council's official business, the parties will agree upon a mutually acceptable allowance for the use and depreciation of the vehicle; provided that, in the case of a motor vehicle, which is available continuously for use when the employee is on duty, the allowance payable will be calculated at not less than:

|                                               | Kilometres Travelled Each Year on Official Business Cents Per Kilometre |
|-----------------------------------------------|-------------------------------------------------------------------------|
| Under 2.5 litres (nominal engine capacity)    | See Table 2 - Other Rates and Allowances                                |
| 2.5 litres (nominal engine capacity) and over | See Table 2 - Other Rates and Allowances                                |

- (b) a minimum payment at the rate of (See Table 2 - Other Rates and Allowances) per annum, paid quarterly to the extent only of any deficiency between the total minimum travelling rate provided under this subclause and the quarterly payment relating to the same period; and similarly, to the extent only of any such deficiency when related and reconciled at the end of each four quarterly periods; with
- (c) such quarterly periods to be extended by any time in which the vehicle is not available to the Council, including absence by the employee whilst on long service leave and/or annual leave in excess of four weeks in any service year and/or sick leave in excess of three weeks.
- (iii) Casual use of Motor Vehicles - an employee who by arrangement, uses a privately owned motor vehicle in the course of, or in connection with, the employees employment, on an intermittent, irregular or casual basis will be paid for such casual use at the rate set out in paragraph (a) of subclause (ii) of this clause.

- (iv) Termination of Agreement - an agreement for the supply and use of a privately owned motor vehicle under this clause may be terminated by the Council giving the employee or by the employee giving the Council six months' notice of such intention to terminate the agreement.

### 28. Industry Allowance

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

### 29. Termination of Employment

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

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

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

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

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

### 30. Redundancy and Technological Change

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

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

(ii) Council's Duty to discuss Change

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

(iii) Discussion Before Termination

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

(iv) Notice to Centrelink

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

(v) Notice of Termination

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

- (iii) Notice or payment in lieu of notice under this paragraph will be deemed to be service with the council for the purposes of calculating leave entitlements under this award.

(vi) Severance Pay

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

If the employee is less than 45 years of age:

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

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

If the employee is 45 years of age and over

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

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

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



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

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

### **31. Miscellaneous**

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

### **32. Disciplinary, Grievance and Dispute Procedures**

#### **A. Disciplinary Procedure**

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

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

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

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

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

the standard of work or conduct expected;

where the employee is failing to meet these required standards

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

the severity of the situation;

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

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

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

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

#### B. Grievance and Dispute Procedures

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

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

### 33. Council Agreement

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

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

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

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

### **34. Performance Evaluation and Reward**

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

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

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

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

The performance development process can be simplified to three stages:

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

### **35. Consultative Mechanisms**

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

### **36. Jury Service**

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

### **37. Salary Sacrifice**

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

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

### **38. Superannuation Fund Contributions**

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

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

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

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

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

This award remains in force until varied or rescinded.

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

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

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

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

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 1 September 2024.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2024. These adjustments may offset any or both of:

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

**Table 1 - Wage Rates - Clause 5**

|                               | 2022 Rate of<br>Pay Per Week<br>\$ | 2023 Rate of<br>Pay Per Week<br>\$ | 2024 Rate of<br>Pay Per Week<br>\$<br>3.75% increase |
|-------------------------------|------------------------------------|------------------------------------|------------------------------------------------------|
| Technical/Trades Band Level 1 | 1,022.19                           | 1,080.97                           | 1,121.51                                             |
| Technical/Trades Band Level 2 | 1,124.29                           | 1,188.94                           | 1,233.53                                             |
| Technical/Trades Band Level 3 | 1,286.18                           | 1,360.14                           | 1,411.15                                             |
| Professional Band Level 1     | 1,124.29                           | 1,188.94                           | 1,233.53                                             |
| Professional Band Level 2     | 1,286.18                           | 1,360.14                           | 1,411.15                                             |
| Professional Band Level 3     | 1,441.96                           | 1,524.87                           | 1,582.05                                             |
| Professional Band Level 4     | 1,685.14                           | 1,782.04                           | 1,848.87                                             |
| Apprentice 1st Year           | 565.75                             | 598.28                             | 620.72                                               |
| Apprentice 2nd Year           | 668.07                             | 706.48                             | 732.97                                               |
| Apprentice 3rd Year           | 767.68                             | 811.82                             | 842.26                                               |
| Apprentice 4th Year           | 864.44                             | 914.15                             | 948.43                                               |

**Table 2 - Other Rates and Allowances**

|                                                                                     | 2022<br>Amount<br>\$ | 2023<br>Amount<br>\$ | 2024<br>Amount<br>\$<br>3.75%<br>increase |
|-------------------------------------------------------------------------------------|----------------------|----------------------|-------------------------------------------|
| <b>Clause 7 - Special Allowances</b>                                                |                      |                      |                                           |
| (i) Wages                                                                           |                      |                      |                                           |
| (a) Dirty work, etc.                                                                | 0.43                 | 0.45                 | 0.47                                      |
| (b) Wet places                                                                      | 0.48                 | 0.51                 | 0.53                                      |
| (c) Confined spaces                                                                 | 0.48                 | 0.51                 | 0.53                                      |
| (d) Working underground                                                             | 0.43                 | 0.45                 | 0.47                                      |
| (e) Working with raw sewerage                                                       | 9.54                 | 10.09                | 10.47                                     |
| <b>Clause 8 - Tool Allowances</b>                                                   |                      |                      |                                           |
| (i) Electrical Tradesperson                                                         | 39.38                | 41.64                | 43.20                                     |
| (iv)(b) Amount payable by employee for each claim for compensation of loss of tools | 100.03               | 105.78               | 109.75                                    |
| <b>Clause 14 - On Call</b>                                                          |                      |                      |                                           |
| (iii) On call allowance                                                             | 130.14               | 137.62               | 142.78                                    |
| <b>Clause 15 - Meal Breaks and Allowances for Overtime Work</b>                     |                      |                      |                                           |
| (i) Meal allowance                                                                  | 17.34                | 18.34                | 19.03                                     |
| (ii)(a) Meal allowance                                                              | 17.34                | 18.34                | 19.03                                     |
| (ii)(b) Meal allowance working 4 hours overtime                                     | 13.31                | 14.08                | 14.61                                     |

|                                                                     |          |          |          |
|---------------------------------------------------------------------|----------|----------|----------|
| <b>Clause 24 - Travelling Allowance</b>                             |          |          |          |
| Where the employee works at a distance from the depot greater than: |          |          |          |
| (ii) 3-10 km                                                        | 6.11     | 6.46     | 6.70     |
| 10-20 km                                                            | 11.01    | 11.64    | 12.08    |
| 20-30 km                                                            | 15.71    | 16.61    | 17.23    |
| 30-40 km                                                            | 20.29    | 21.46    | 22.26    |
| 40-50 km                                                            | 25.20    | 26.65    | 27.65    |
| For each additional kilometre                                       | 0.47     | 0.50     | 0.52     |
| <b>Clause 27 - Driving of Motor Vehicles</b>                        |          |          |          |
| (ii)(a) Use of private vehicle (cents) per kilometre                |          |          |          |
| Under 2.5 litres                                                    | 0.74     | 0.78     | 0.81     |
| 2.5 litres and over                                                 | 0.85     | 0.90     | 0.93     |
| (b) Minimum yearly allowance                                        | 8,243.59 | 8,717.60 | 9,044.50 |
| <b>Clause 28 - Industry Allowance</b>                               |          |          |          |
| Industry Allowance                                                  | 65.02    | 68.76    | 71.34    |
| <b>Clause 31 - Miscellaneous</b>                                    |          |          |          |
| (ii)(a) West of the line allowance                                  | 1.12     | 1.18     | 1.22     |
| (iii) First-aid allowance                                           | 3.79     | 4.01     | 4.16     |

## SCHEDULE A

### Clothing Regulations

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

Printed by the authority of the Industrial Registrar.

(1946)

SERIAL C9971

## LOCAL GOVERNMENT (EARLY CHILDHOOD EDUCATION AND CARE WORKER RETENTION PAYMENTS) SPLINTER AWARD 2024

### AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

### Schedule of Variations Incorporated

| Variation Serial No. | Date of Publication | Effective Date  | Industrial Gazette Reference |          |
|----------------------|---------------------|-----------------|------------------------------|----------|
|                      |                     |                 | Volume                       | Page No. |
| C9923                | 28 March 2025       | 28 January 2025 | 397                          | 1227     |

### AWARD

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

- |     |                                               |
|-----|-----------------------------------------------|
| 1.  | Title                                         |
| 2.  | Commencement and Duration                     |
| 3.  | Coverage                                      |
| 4.  | Industrial Parties                            |
| 5.  | Definitions and Interpretation                |
| 6.  | Relationship with the <i>LG (State) Award</i> |
| 7.  | Statement of Intent                           |
| 8.  | Grievance and Dispute Procedure               |
| 9.  | Anti-Discrimination                           |
| 10. | Retention Allowance for ECEC Employees        |
| 11. | Leave Reserved                                |

Schedule A – Employers covered by this Award

Schedule B – Hourly quantum increases for Part A –  
Retention Allowance

#### 1. Title

This Award shall be known as the Local Government (Early Childhood Education and Care Worker Retention Payments) Splinter Award 2024 (“**Award**”).

#### 2. Commencement and Duration

- 2.1 This Award commences operation on and from 28 November 2024 and shall remain in force until 30 November 2026.

#### 3. Coverage

- 3.1 This Award shall apply to all employers named in Schedule A who operate a Child Care Subsidy (“**CCS**”) approved Centre-Based Day Care (“**CBDC**”) or Outside School Hours Care (“**OSHC**”); and who are determined by the Commonwealth Department of Education to be eligible for the Early



Childhood Education and Care Worker Retention Payment Grant (“ECEC Worker Retention Payment Grant”).

- 3.2 This Award shall apply to all employees of the employers identified in clause 3.1 who are undertaking duties covered by the federal *Children’s Services Award 2010* [MA000120] (“**CS Award**”) or *Educational Services (Teachers) Award 2020* [MA000077] (“**ES (Teachers) Award**”) that are eligible Early Childhood Education and Care workers (“**Eligible ECEC workers**”).

#### 4. Industrial Parties

- 4.1 The industrial parties to this Award are:

- (a) Local Government NSW; and
- (b) New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union.

#### 5. Definitions and Interpretation

- 5.1 In this Award, unless the context requires otherwise:

**Award** means the Local Government (Early Childhood Education and Care Worker Retention Payments) Splinter Award 2024.

**CS Award** is a reference to the *Children’s Services Award 2010* [MA000120].

**ECEC Worker Retention Payment Grant** means the grant provided by the Australian Government to support a wage increase for eligible ECEC workers from December 2024, which opened in October 2024 and closes in September 2026.

**Eligible ECEC workers** has the same meaning as under the *Early Childhood Education and Care Worker Retention Payment Grant Opportunity Guidelines* originally published by the Department of Education, Australian Government, in October 2024.

**ES (Teachers) Award** is a reference to the *Educational Services (Teachers) Award 2020* [MA000077].

**Hourly salary system rate of pay** means the salary system rate of pay calculated on an hourly basis.

**LG (State) Award** means:

the Broken Hill City Council Consent Award 2022, as varied from time to time, and any award that succeeds the Broken Hill City Council Consent Award 2022;

the City of Sydney (South Sydney) Award 2021 – 2024, as varied from time to time, and any award that succeeds the City of Sydney (South Sydney) Award 2021 – 2024;

the Local Government (State) Award 2023, as varied from time to time, and any award that succeeds the Local Government (State) Award 2023;

*The City of Sydney Award 2022*, as varied from time to time, and any award that succeeds *The City of Sydney Award 2022*; and/or

any enterprise agreement or council agreement made in relation to the abovementioned awards.

**Ordinary pay** has the same meaning as under the *LG (State) Award*.

**Salary system rate of pay** means the rate of pay an employee is entitled to receive under their employer’s salary system in recognition of the skills the employee is required to apply on the job.

## 6. Relationship With the Lg (State) Award

- 6.1 This Award is to be read and interpreted in conjunction with the *LG (State) Award*.
- 6.2 Where there is any inconsistency between this Award and the *LG (State) Award*, this Award shall prevail to the extent of the inconsistency.
- 6.3 Where this Award is silent, the *LG (State) Award* shall apply (where applicable).

## 7. Intention

- 7.1 This Award puts in place special interim arrangements to assist in ensuring that local government providers of CCS approved services may be eligible for the Commonwealth's Early Childhood Education and Care Worker Retention Payment Grant.
- 7.2 This Award shall not set any precedent in relation to award entitlements after its expiry.

## 8. Grievance and Dispute Procedure

- 8.1 Clause 37 [Grievance and Dispute Procedures] of the *Local Government (State) Award 2023* shall apply.

## 9. Anti-Discrimination

- 9.1 Clause 4, Anti-Discrimination of the *Local Government (State) Award 2023* shall apply.

## 10. Retention Allowance for ECEC Employees

- 10.1 This clause supplements the relevant salary system provisions in the LG State Award.
- 10.2 Employees shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job. The employee's hourly salary system rate of pay must be equal to or greater than the minimum hourly rates of pay for the relevant classification in either the CS Award or the ES (Teachers) Award.

### Part A Retention Allowance (from 2 December 2024)

- 10.3
- (a) Subject to subclause 10.3(b), effective from 2 December 2024 (or upon the employer becoming covered by this Award employees shall be paid a Part A Retention Allowance equal to the amount per hour set out in either:
- (i) Column 3 in Table 1 of Schedule B for the relevant classification under the CS Award, or
  - (ii) Column 3 in Table 2 of Schedule B for the relevant classification under the ES (Teachers) Award.
- (b) Employees shall immediately cease to be entitled to the Part A Retention Allowance if the Commonwealth Government ceases to fully fund the employer for the allowance under the ECEC Worker Retention Payment Grant.

### Part B Retention (Supplement) Allowance (from 1 July 2025)

- 10.4
- (a) Subject to subclauses 10.4(b) and 10.4(c), effective from the first full pay period commencing on or after 1 July 2025, employees shall be paid a Part B Retention (Supplement) Allowance equal to the increase in rates of pay under the CS Award or the ES (Teachers) Award (if any) arising

from the Annual Wage Review of the Fair Work Commission (“FWC”) for the 2025/2026 period.

Example:

If the relevant minimum hourly rate under the CS Award is currently \$30 per hour and the FWC increases the award rate by 5%, the minimum hourly rate will increase by \$1.50 per hour. The amount of the Part B Retention (Supplement) Allowance will be \$1.50 per hour.

- (b) The Part B Retention (Supplement) Allowance specified at subclause 10.4(a) of this Award may be absorbed into enterprise increases under the LG (State) Award which take effect between 1 July 2025 and 30 June 2026.

Example:

If the FWC increases rates of pay under the CS Award by 5% from 1 July 2025, and the rates of pay under the LG State Award increase by 3% between 1 July 2025 and 30 June 2026:

- Step 1: calculate the quantum of the increase to the CS Award as per the example at subclause 10.4(a) of this Award  
(5% x award rate = \$X)
- Step 2: calculate the quantum of the increase to the LG State Award  
(3% x salary system rate = \$Y)

The Part B Retention (Supplement) Allowance will equal the quantum amount in Step 1 (\$X) minus the quantum amount in Step 2 (\$Y).

- (c) Employees shall immediately cease to be entitled to the Part B Retention (Supplement) Allowance if the Commonwealth Government ceases to fully fund the employer for the Part A Retention Allowance at clause 10.3 and the Part C Retention Allowance at clause 10.5.

### **Part C Retention Allowance (from 1 December 2025)**

#### **10.5**

- (a) Subject to subclause 10.5(b), effective from 1 December 2025 employees shall be paid a Part C Retention Allowance equal to 5% of the relevant hourly rate of pay under the CS Award or the ES (Teachers) Award.
- (b) Employees shall immediately cease to be entitled to the Part C Retention Allowance if the Commonwealth Government ceases to fully fund the employer for the allowance under the ECEC Worker Retention Payment Grant.

### **11. Leave Reserved**

- 11.1 Leave is reserved for the Parties to the Award to apply to vary this Award and/or access the Industrial Relations Commission of New South Wales should the eligibility criteria for the Commonwealth’s Early Childhood Education and Care Worker Retention Payment Grant be varied.

## **SCHEDULE A - EMPLOYERS COVERED BY THIS AWARD**

- A.1 The employers listed in the table below are the employers covered by this Award, as provided by clause 3.

|    | Name of Employer               | Date             |
|----|--------------------------------|------------------|
| 1  | Liverpool Plains Shire Council | 28 November 2024 |
| 2  | Bogan Shire Council            | 28 November 2024 |
| 3  | Moree Plains Shire Council     | 28 November 2024 |
| 4  | Eurobodalla Shire Council      | 28 November 2024 |
| 5  | Lachlan Shire Council          | 28 November 2024 |
| 6  | Bathurst Regional Council      | 28 November 2024 |
| 7  | Penrith City Council           | 28 November 2024 |
| 8  | Cumberland City Council        | 28 November 2024 |
| 9  | Central Coast Council          | 28 November 2024 |
| 10 | Canterbury-Bankstown Council   | 28 November 2024 |
| 11 | Northern Beaches Council       | 28 November 2024 |
| 12 | Tamworth Regional Council      | 28 November 2024 |
| 13 | Wollondilly Shire Council      | 28 November 2024 |
| 14 | Inner West Council             | 28 November 2024 |
| 15 | Campbelltown City Council      | 28 November 2024 |
| 16 | City of Parramatta             | 28 November 2024 |
| 17 | Leeton Shire Council           | 28 November 2024 |
| 18 | Sutherland Shire Council       | 28 November 2024 |
| 19 | Fairfield City Council         | 28 November 2024 |
| 20 | Lane Cove Council              | 28 November 2024 |
| 21 | Liverpool City Council         | 28 November 2024 |
| 22 | Singleton Council              | 28 November 2024 |
| 23 | Cobar Shire Council            | 28 November 2024 |
| 24 | Byron Shire Council            | 28 November 2024 |
| 25 | Coolamon Shire Council         | 28 November 2024 |
| 26 | Snowy Valleys Council          | 28 November 2024 |
| 27 | Cabonne Shire Council          | 28 November 2024 |
| 28 | Georges River Council          | 28 November 2024 |
| 29 | City of Canada Bay Council     | 28 November 2024 |
| 30 | Bayside Council                | 28 November 2024 |
| 31 | Randwick City Council          | 28 November 2024 |
| 32 | Armidale Regional Council      | 28 November 2024 |
| 33 | Albury City Council            | 28 November 2024 |
| 34 | Blacktown City Council         | 28 November 2024 |
| 35 | Upper Hunter Shire Council     | 28 November 2024 |
| 36 | Glen Innes Severn Council      | 28 November 2024 |
| 37 | Greater Hume Council           | 9 December 2024  |

### SCHEDULE B - EMPLOYERS COVERED BY THIS AWARD

**Table 1** – Hourly quantum increases applying to the *Children's Services Award 2010* as of 2 December 2024.

| Column 1                                                | Column 2                                | Column 3                                        |
|---------------------------------------------------------|-----------------------------------------|-------------------------------------------------|
| <i>Children's Services Award 2010</i><br>classification | Hourly rate prior to<br>2 December 2024 | Quantum dollar increase from<br>2 December 2024 |
| Level 1.1                                               | \$23.97                                 | \$2.40                                          |
| Level 2.1                                               | \$24.84                                 | \$2.48                                          |
| Level 2.2                                               | \$25.66                                 | \$2.57                                          |
| Level 3.1                                               | \$27.17                                 | \$2.72                                          |
| Level 3.2                                               | \$28.10                                 | \$2.81                                          |
| Level 3.3                                               | \$28.99                                 | \$2.90                                          |
| Level 3.4 (Diploma)                                     | \$30.59                                 | \$3.06                                          |
| Level 4.1                                               | \$32.00                                 | \$3.20                                          |
| Level 4.2                                               | \$32.49                                 | \$3.25                                          |
| Level 4.3                                               | \$32.97                                 | \$3.30                                          |

|                                          |         |        |
|------------------------------------------|---------|--------|
| Level 5.1                                | \$33.46 | \$3.35 |
| Level 5.2                                | \$33.95 | \$3.40 |
| Level 5.3                                | \$34.43 | \$3.44 |
| Level 6.1                                | \$38.59 | \$3.86 |
| Level 6.2                                | \$39.07 | \$3.91 |
| Level 6.3                                | \$39.55 | \$3.96 |
| Level 6.4                                | \$41.02 | \$4.10 |
| Level 6.5                                | \$41.40 | \$4.14 |
| Level 6.6                                | \$41.89 | \$4.19 |
| Level 6.7                                | \$42.39 | \$4.24 |
| Level 6.8                                | \$42.88 | \$4.29 |
| Level 6.9                                | \$43.36 | \$4.34 |
| <b>Teachers – Long day care centres</b>  |         |        |
| Level 1                                  | \$36.74 | \$3.67 |
| Level 2                                  | \$40.16 | \$4.02 |
| Level 3                                  | \$43.72 | \$4.37 |
| Level 4                                  | \$47.28 | \$4.73 |
| Level 5                                  | \$50.83 | \$5.08 |
| <b>Teachers – Preschools and Schools</b> |         |        |
| Level 1                                  | \$35.33 | \$3.53 |
| Level 2                                  | \$38.61 | \$3.86 |
| Level 3                                  | \$42.03 | \$4.20 |
| Level 4                                  | \$45.46 | \$4.55 |
| Level 5                                  | \$48.88 | \$4.89 |

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Printed by the authority of the Industrial Registrar.

# NURSES' (LOCAL GOVERNMENT) RESIDENTIAL AGED CARE CONSOLIDATED (STATE) AWARD 2021

## AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

### Schedule of Variations Incorporated

| Variation Serial No. | Date of Publication | Effective Date   | Industrial Gazette Reference |          |
|----------------------|---------------------|------------------|------------------------------|----------|
|                      |                     |                  | Volume                       | Page No. |
| C9933                | 14 March 2025       | 1 September 2024 | 397                          | 1102     |

## AWARD

### Arrangement

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Table 6 - Assistant in Nursing - Wages - School Based Traineeships

## PART A

### 1. Definitions

The following definitions apply in this award, except where otherwise clearly indicated.

- (i) "Approved fund" means:
  - (a) Aware Super (formerly known as First State Super);
  - (b) Health Employees Superannuation Trust Australia (HESTA);
  - (c) any superannuation fund as agreed between the Association and employer(s), provided that the fund is a complying regulated fund and holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority. Provided further that the Association will not unreasonably withhold agreement unless it establishes good and proper reasons;
  - (d) any superannuation fund operating within a place of employment prior to 1 July 2000 provided

that the fund is a complying regulated fund, holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority, and the Association agrees to the continued approval of that fund. Provided that the Association will not unreasonably withhold agreement unless it establishes good and proper reasons;

- (e) any superannuation fund nominated by the employee and approved by the employer in accordance with section 124 of the *Industrial Relations Act 1996* (NSW) ("the 1996 Act").
- (ii) "Assistant in Nursing" means - a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing duties in a facility.
- (iii) "Assistant Director of Nursing" means:
  - (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
  - (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.
- (iv) "Association" means the New South Wales Nurses and Midwives' Association.
- (v) "Board" means the Nursing and Midwifery Board of Australia.
- (vi) "Complying regulated fund" means a superannuation fund that is regulated under the *Superannuation Industry (Supervision) Act 1993* (Cth) and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (vii) "Clinical Nurse Consultant" means - a registered nurse appointed as such to the position, who has had at least five years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.
- (viii) "Clinical Nurse Educator" means - a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the nursing home.

The Clinical Nurse Educator will cater for the delivery of clinical nurse education at the nursing home.

The Clinical Nurse Educator may also be responsible for new employee orientation at the nursing home.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the nursing home to provide the educational programmes detailed above.

- (a) Nothing in this clause will affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.
- (ix) "Clinical Nurse Specialist": -
  - (a) In facilities of 250 ADA and above, the definition of a Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of their specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.
  - (b) In facilities of less than 250 ADA the definition for Clinical Nurse Specialist is:



"Clinical Nurse Specialist" means - a registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of their specified post registration qualification.

- (x) "Day Worker" means - a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.
- (xi) "Deputy Director of Nursing" means - a person appointed to that position or deemed to hold that position pursuant to clause 33, Deputy Director of Nursing and Assistant Director of Nursing, of this award.
- (xii) "Director of Nursing" means a registered nurse who is registered by their employer with the Health Administration Corporation as the person in charge of the facility. There will be only one person in each facility entitled to be classified as Director of Nursing or whatever title the senior nursing administrator is known by in the individual facility and will include "Director of Nursing" as defined by Part 7, Division 4, 104 (3) of the *Public Health Act 2010* (NSW).
- (xiii) "Enrolled Nurse" means - a person enrolled by the Board as such.
- (xiv) "Experience" in relation to an enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this award whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.
- (xv) "Facility" means - a nursing home or residential aged care facility
- (xvi) "Industry of Nursing" means - the industry of persons engaged in New South Wales in the profession of nursing in nursing homes and hostels.
- (xvii) "Nurse" includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.
- (xviii) "Nurse Educator" means - a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator.

A Nurse Educator will be responsible for the development, implementation, and delivery of nursing education programmes within a nursing home or group of nursing homes. Nurse education programmes will mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary postgraduate specialist clinical nursing qualifications will commence on the 3rd year rate of the salary scale.

A person appointed as the sole nurse educator for a group of nursing homes will be paid at the 3rd year rate of the salary scale.

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

- (xix) "Nursing Home" means a facility at which residential care (within the meaning of the *Aged Care Act 1997* (Cth)) is provided, being:
  - (a) a facility at which care is provided in relation to an allocated place (within the meaning of that

- Act) that requires a high level of residential care (within the meaning of that Act), or
- (b) a facility that belongs to a class of facilities prescribed by the regulations
- (xx) "Ordinary time earnings" for the exclusive purpose of clauses relating to superannuation means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
- (a) Monday to Friday shift premiums for ordinary hours of work;
  - (b) Weekend shift premiums for ordinary hours of work;
  - (c) Public holiday loadings;
  - (d) any percentage addition payable to casual employees for ordinary hours of work;
  - (e) ordinary time award allowances (not including expense-related allowances);
  - (f) over-award payments for ordinary hours of work.
- (xxi) "Qualified employee" means:
- (a) A full-time or part-time employee who has completed at least four weeks' service in the industry of nursing. Provided that once this period has elapsed, payments in accordance with clause 51 will be made for the entire period of service with the employer;
  - (b) A casual employee who has earned in excess of \$2000.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this award will continue to be qualified.
- (xxii) "Registered Nurse" means - a person registered by the Board as such.
- (xxiii) "Senior Nurse Educator" means - a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator.
- A Senior Nurse Educator will be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a nursing home or in a group of nursing homes.
- Incremental progression will be on completion of 12 months' satisfactory service.
- (xxiv) "Service" for the purpose of clause 6, Salaries, of this award, means - service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, plus any actual periods on and from 1 January 1971, during which a registered nurse undertook a prescribed geriatric, infants', midwifery, mothercraft or psychiatric training course, or attended a post-graduate course recognised by the Board whether in New South Wales or elsewhere; provided that in the case of service elsewhere than in New South Wales where the period of the prescribed course of training is less than the period of the prescribed course of training in New South Wales, the nurses will serve a period after graduation equal to the difference between the period of the prescribed course elsewhere than in New South Wales and the period of the prescribed course in New South Wales before becoming entitled to be paid as a registered nurse, general nurse, geriatric nurse, infants' nurse, midwifery nurse, mothercraft nurse or psychiatric nurse as the case may be.
- (xxv) "Shift Worker" means - a worker who is not a day worker as defined.

(xxvi) "They" may be used to refer to multiple people or as a gender neutral way of referring to a singular person.

(xxvii) "Trainee Enrolled Nurse" means - a person who is being trained to become an enrolled nurse in a nursing home recognised by the Board for that purpose.

## **2. Hours of Work and Free Time of Employees Other Than Directors of Nursing**

(i) The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, will be 152 hours per 28 calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 6am and before 10am.

(ii) The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, will not exceed an average of 38 hours per week in each roster cycle.

(iii)

(a) The hours of work prescribed in subclauses (i) and (ii) of this clause will, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee will not work their ordinary hours of work on more than 19 days in the cycle.

(b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer, work shifts of less than eight hours each over 20 days in each cycle of 28 days.

(c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5-day fortnight may be worked instead of the 19-day month.

NOTE: This subclause is designed to ensure that rosters achieve increased leisure time for nurses, rather than reduced daily hours. This can be achieved by the working of shifts of longer than eight hours per day, with the result that less than 19 days are worked in 28, but without the accrual of an additional day off, as well as by the working of a 19-day month with an accrued additional day off.

(iv) Each shift will consist of no more than ten hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee will not work more than seven consecutive shifts unless the employee so requests and the Director of Nursing agrees. Provided also that an employee will not work more than two quick shifts in any period of seven days, i.e., an evening shift followed by a morning shift, where the break between ordinary shifts is less than ten hours.

(v) The employer is to decide when employees take their additional days off prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38-hour week). Where necessary, the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable, additional days off duty will be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.

(vi) Once set, the additional day off duty may not be changed, except in accordance with the provisions of clause 5, Rosters.

(vii) Where the employer's decision (in accordance with subclause (v) of this clause) is that an employee's additional days off be accumulated, no more than six days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.

(viii)

(a) Except for breaks for meals, the hours of duty each day will be continuous.

(b) "Broken shift" for the purposes of this subclause means a shift worked by a permanent part-time employee that includes a break (other than a meal break) of not more than four hours and where the span of hours is not more than 12 hours.

- (c) Notwithstanding paragraph (a) above and subclause (iv) of this clause, an employer association representing an employer may apply to the Association for permission to implement broken shifts.
- (d) Broken shifts may be worked without the permission of the Association, but only where:
  - (1) it is for a period of one month or less; and
  - (2) it is by reason of an emergency in the roster, e.g., absence of another employee due to sick leave, annual leave on short notice or resignation; and
  - (3) the affected employees agree to work the broken shifts.
- (ix)
  - (a) Each employee will be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.
  - (b) Where practicable, employees will not be required to work more than five hours without a meal break.
- (x) Two separate ten-minute intervals (in addition to meal breaks) will be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked, employees will be allowed one ten-minute interval in each four-hour period. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval, or as one ten-minute interval with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such interval(s) will count as working time.
- (xi) Subclauses (ix) and (x) of this clause will not apply to an employee who, before going on night duty, is provided with a meal between 9pm and 11pm and who is allowed two intervals of 20 minutes each during the period of night duty, but such intervals will count as working time and will be paid for as such.
- (xii)
  - (a) Except as provided for in paragraph (b) of this subclause, an employee will not be employed on night duty for a longer period than eight consecutive weeks. After having served a period of night duty, an employee will not be required to serve a further period on night duty until they have been off night duty for a period equivalent to the previous period on night duty.
  - (b) The provisions of paragraph (a) will not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a registered nurse in charge, as the case may be, who is employed permanently in charge at night, nor to an employee who requests to be employed on night duty and the Director of Nursing consents.
  - (c) Moreover, except in cases of emergency, a trainee enrolled nurse will not be employed on night duty for more than ten weeks in any one year of training nor will a trainee enrolled nurse who is sitting for their final examination be required to perform night duty during a period of at least two weeks prior to the respective examination or on the two nights following such examination.
- (xiii) An employee changing from night duty to day duty or from day duty to night duty will be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xiv)
  - (a) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle and no duties will be performed by the employee on any of such free days except for overtime. Where practicable, days off will be

consecutive and will not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping time. An evening shift will be one which commences at or after 1pm and before 4pm.

- (b) An employee, at their request, may be given free-from-duty time in one or more periods but no period will be less than one full day.
  - (c) For the purpose of this subclause, "full day" means - from midnight to midnight or midday to midday.
- (xv)
- (a) Employees may be required to remain "on call". Any such time on call will not be counted as time worked (except insofar as an employee may take up actual duty in response to a call) but will be paid for in accordance with clause 9, Special Allowances. Provided, however, that no employee will be required to remain on call whilst on leave or on the day before entering upon leave.
  - (b) No employee will be required to remain on call while on a rostered day or days off nor on completion of the shift on the day preceding a rostered day off. This provision will not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.
- (xvi) All rostered time off duty occupied by a trainee enrolled nurse in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending at and sitting for prescribed examinations will be deemed to be time worked.
- (xvii) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of paragraph (a) of subclause (xiv) of this clause, will not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

### **3. Hours of Work and Free Time of Directors of Nursing**

- (i) A Director of Nursing will be free from duty for not less than nine days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days will be given and taken within 28 days of becoming due.
- (iii) A Director of Nursing will, where practicable, inform their employer by giving not less than seven days' notice of the days they propose to be free from duty; provided that such days will be subject to the approval of the employer, and such approval will not be unreasonably withheld.

### **4. Remuneration Packaging**

- (i) Where an employer intends to offer remuneration packaging generally to employees under this award, the employer will notify the Association at least 21 days prior to making that general offer that it intends to make a general offer of remuneration packaging to employees under this award.
- (ii) Where the employer offers remuneration packaging to an individual employee, the employer will allow the employee a period of no less than 21 days to seek independent advice on the terms of the proposed remuneration packaging.
- (iii) Remuneration packaging will be introduced by agreement between an employer and the employee. Neither the employee nor the employer will be compelled to enter into a salary packaging arrangement. Employees may exercise their rights to continue to receive their applicable salary.

- (iv) The terms and conditions of a package offered to an employee will not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and will be subject to the following provisions:
  - (a) The employer will ensure that the structure of any package complies with taxation and other relevant laws.
  - (b) All award conditions, other than the salary and those conditions as agreed in paragraph (c) below will continue to apply.
  - (c) Where packaging arrangements apply with a Director of Nursing (DON) or a Deputy Director of Nursing (DDON), the employer and employee may by mutual agreement delete the application of certain award clauses, excepting clauses 22, Annual Leave; 24, Sick Leave; 25, Long Service Leave; and 28, Personal/Carer's Leave.
  - (d)
    - (i) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their award salary prior to the application of any remuneration packaging arrangements.
- (v) A copy of the agreement will be made available to the employee.
- (vi) The employee will be entitled to inspect details of the payments made under the terms of this agreement.
- (vii) The configuration of the remuneration package will remain in force for the period agreed between the employee and the employer.
- (viii) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- (ix) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration packaging arrangements and the employee's salary will revert to the applicable award classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- (x) One months notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the award wage.
- (xi) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination will be treated as salary and the appropriate tax deducted.
- (xii) Pay increases granted to employees in accordance with this award will also apply to employees subject to remuneration packaging arrangements.
- (xiii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, will be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.

## 5. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, will be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster will, where practicable, be displayed at least two weeks, and in any event not less than one week, prior to the commencing date of the first working period in the roster.

- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency; provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof will be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 2, Hours of Work and Free Time of Employees other than Directors of Nursing, of this award, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters will be retained for at least six years.

## **6. Salaries**

- (i) The minimum salaries per week will be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

## **7. Recognition of Service and Experience**

- (i) The employer will notify each nurse, in writing, of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse, then the requirements of this clause will not commence until the employer does so notify the nurse.
- (ii) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in clause 1, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (iii) Until such time as the nurse furnishes any such documentation contemplated in subclause (ii) above, the employer will pay the nurse at the level for which proof has been provided.
- (iv) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer will pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse will be paid a rate appropriate for the previous service or experience then proved, but only from the date of providing that evidence to the employer.
- (vi) A nurse who is working as a nurse for more than one organisation will notify each employer under this award within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the nurse will be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the nurse will be paid at the higher rate only from the date that proof is provided.

## **8. Average Occupied Beds**

The average will be taken for the 12 months ended 30 June in each and every year and such average will relate to the salary of the Director of Nursing and Deputy Director of Nursing for the succeeding year. On request, an

employer will furnish to the Association a statement in writing showing the adjusted daily average of occupied beds for the twelve months ending on the preceding 30 June.

### **9. Special Allowances**

- (i)
  - (a) A registered nurse in charge during the day, evening or night of a facility having a daily average of occupied beds of less than 150 will be paid, in addition to their appropriate salary, whilst so in charge, the relevant sum set out in Item 1 of Table 2, Other Rates and Allowances, of Part B Monetary Rates, per shift.
  - (b) A registered nurse who is designated to be in charge of a shift in a ward will be paid, in addition to their appropriate salary, the sum set out in Item 2 of the said Table 2, per shift.
  - (c) This subclause will not apply to registered nurses holding classified positions of a higher grade than a registered nurse.
  - (d) An enrolled nurse will not be required to be in charge of a facility, shift, ward or unit.
- (ii)
  - (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) of this subclause will be paid the sum set out in Item 3 of Table 2 for each period of 24 hours or part thereof, provided that only one allowance will be payable in any period of 24 hours.
  - (b) An employee required to be on call on rostered days off in accordance with paragraph (b) of subclause (xv) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid the sum set out in Item 4 of Table 2 for each period of 24 hours or part thereof, provided that only one allowance will be payable in any period of 24 hours.
  - (c) An employee who is directed to remain on call during a meal break will be paid the sum set out in Item 5 of Table 2, provided that no allowance will be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in paragraph (a) of subclause (ii) of this clause.
  - (d) Where an employee on remote call leaves the facility and is recalled to duty, they will be reimbursed all reasonable fares and expenses actually incurred, provided that where an employee uses a motor car in those circumstances the allowance payable will be calculated utilising the rate per kilometre in Item 6 of Table 2.
  - (e) This subclause will not apply to a Director of Nursing, subsidiary nursing home Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.
- (iii) Where an employee is called upon and agrees to use their own private vehicle for official business, payment of an allowance will be made by utilising the rate per kilometre in Item 6 of Table 2. This subclause will apply to all employees.

### **10. Continuing Education Allowance**

- (i) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, will be paid an allowance subject to the conditions set out in this clause.
- (ii) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (iii) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be



demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.

- (iv) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (v) An RN or EN holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (vi) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (vii) An RN who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 1 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (viii) An RN who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 2 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (ix) An RN who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 3 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (x) An EN who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the EN in carrying out the duties of the position will be paid a weekly allowance as set out in Item 4 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (xi) The allowances set out in subclauses (vii), (viii), (ix) and (x) hereof are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (xii) A registered nurse or enrolled nurse who is employed on a part-time or casual basis will be paid these allowances on a pro rata basis.
- (xiii) The rates for these allowances will be adjusted in accordance with increases in other wage-related allowances contained in this award.
- (xiv) Where a disagreement or dispute arises concerning the eligibility of an employee for payment of a continuing education allowance, and such disagreement or dispute is not resolved by the process set out in subclauses (i), (ii) and (iii) of clause 46, Resolution of Disputes, negotiations between the employer and the Association must occur prior to referral to the Industrial Relations Commission for determination.

#### **11. Climatic and Isolation Allowance**

- (i) Subject to subclause (ii) of this clause, persons employed in facilities in places situated upon or to the west of a line drawn as herein specified will be paid the sum per week as set out in Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the salary to which they are otherwise entitled. The line will be drawn as follows:

Commencing at Tocumwal and then on to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

- (ii) Persons employed in facilities in places situated upon or to the west of a line drawn as herein specified

will be paid the sum per week as set out in Item 8 of the said Table 2 in addition to the salary to which they are otherwise entitled. The line will be drawn as follows:

Commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then on to the following towns in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

- (iii) Except for the computation of overtime, the allowances prescribed by this clause will be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 hours.

## 12. Penalty Rates for Shift Work and Weekend Work

- (i) Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

|                                                   |               |
|---------------------------------------------------|---------------|
| Afternoon shift commencing at 10am and before 1pm | 10 per cent   |
| Afternoon shift commencing at 1pm and before 4pm  | 12.5 per cent |
| Night shift commencing at 4pm and before 4am      | 15 per cent   |
| Night shift commencing at 4am and before 6am      | 10 per cent   |

- (ii) "Ordinary rate" and "ordinary time" will not include any percentages addition by reason of the fact that an employee works less than 38 hours per week, but will include amounts payable under clause 6, Salaries, subclauses (i) and (ii) of clause 9, Special Allowances, and subclauses (i) and (ii) of clause 11, Climatic and Isolation Allowance.
- (iii) For the purposes of this clause, day, afternoon and night shifts will be defined as follows:

"Day shift" means - a shift which commences at or after 6am and before 10am

"Afternoon shift" - means a shift which commences at or after 10am and before 4pm

"Night shift" means - a shift which commences at or after 4pm and before 6am on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one-half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three-quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.

The foregoing paragraph will apply to employees who work less than 38 hours per week, but such employees will not be entitled to be paid in addition any allowance prescribed by clause 21, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause will not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 22, Annual Leave.

## 13. Expense Allowance for Directors of Nursing

- (i) The Director of Nursing will be paid the appropriate sum as set out in Item 9 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, according to the adjusted daily average of the facility.

Payment equal to one quarter of the annual amount is to be made at the end of each three month period

subsequent to appointment as Director of Nursing or Subsidiary Nursing Home Director of Nursing in a particular nursing home.

- (ii) Provided that this clause will only apply to persons employed as at 12 December 1994 in nursing homes conducted by members of Aged and Community Services Australia.

#### **14. Telephone Allowance**

- (i) If an employee is required, for the purpose of their employment, to be on call on a regular basis or where an employee is required by their employer to have a telephone installed for the purpose of their employment, the employer will be responsible for the following payments:
  - (a) Where the employee already has a telephone installed:
    - (i) three-quarters of the cost of rental of the telephone;
    - (ii) the cost of all official trunk line calls.
  - (b) Where the employee does not have the telephone installed:
    - (i) the cost of installation of the telephone;
    - (ii) three-quarters of the cost of rental of the telephone;
    - (iii) the cost of all official trunk line calls.
- (ii) Provided that this clause will not apply to persons employed in facilities conducted by members of Aged and Community Services Australia.

#### **15. Public Holidays**

- (i) The following days will be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day or part thereof proclaimed and observed as a public holiday within the area in which the facility is situated. All five-day workers will be allowed every public holiday prescribed by this subclause without loss of pay.
- (ii) In addition to those public holidays prescribed in subclause (i) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day between Christmas Day and New Year's Day as determined by the employer following consultation with the Association. This subclause will apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (iii)
  - (a) A full time employee who is covered by paragraph (b) of subclause (i) of clause 22, Annual Leave, and who is required to and does work on a public holiday prescribed by subclauses (i) and (ii) of this clause will have one day or one half day, as appropriate, added to their period of annual leave and will be paid at the rate of time and one-half for the time actually worked.

Such payment is in lieu of any additional rate for work or weekend work which would otherwise be payable had the day shift not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to their ordinary weekly rate. Such election will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment will be made for a minimum of four hours' work, and any balance of the day or shift not worked will be paid at ordinary rates.

- (b) Where a public holiday falls on a rostered day off of a full-time shift worker as defined in clause 1, Definitions, who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of clause 22, Annual Leave, such shift worker will be paid one day's pay in addition to the weekly rate or, if the employee so elects, will have one day added to the period of annual leave prescribed by paragraph (b) of subclause (i) of clause 22.
- (c) For the purposes of this subclause, the hourly rate of pay will be calculated on the basis of one thirty-eighth of the appropriate ordinary weekly rate of pay prescribed in clause 6, Salaries.
- (iv) Employees engaged upon a seven-day shift roster and who are required to work on any public holiday prescribed by subclause (i) of this clause will be paid, in addition to their ordinary pay for that day, an allowance of 50 per cent of their ordinary day's pay for work performed within ordinary hours and double time and a half for all time worked outside ordinary hours.

#### **16. Uniform and Laundry Allowance**

- (i) Subject to subclause (iii) of this clause, sufficient suitable and serviceable uniforms, including one pair of shoes per annum which will be of a recognised acceptable standard for the performance of nursing duties, and one cardigan or jacket, will be supplied free of cost to each employee required to wear a uniform or part of a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied will not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, will return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
  - (a) In lieu of supplying uniforms and shoes to an employee, an employer will pay the said employee the sum per week set in Item 10 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates for uniforms and the sum per week set out in Item 11 of the said Table 2 for shoes.
  - (b) In lieu of supplying a cardigan or jacket to an employee, an employer will pay the said employee the sum per week set out in Item 12 of Table 2.
  - (c) In lieu of supplying stockings to a female employee, an employer will pay the said employee the sum per week set out in Item 13 of Table 2.
  - (d) In lieu of supplying socks to an employee, the employer will pay the said employee the sum per week set out in Item 14 of Table 2.
- (iv) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Item 15 of Table 2 will be paid to the said employee. Provided that the payment of such laundry allowance will not be made to any employee on absences exceeding one week.
- (v) Where the employer requires any employee to wear headwear, the facility will provide headwear free of charge to the employee.
- (vi) The allowances referred to in subclause (iii) are also payable during any period of paid leave.

#### **17. Higher Grade Duty**

- (i) Subject to subclauses (ii), (iii) and (iv) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, will be entitled to receive for the period of relief or the period during which they so act the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) of this clause will not apply where the employee of the higher classification is off duty pursuant to clause 3, Hours of Work and Free Time of Directors of Nursing,

except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is absent from duty by reason of their additional day off duty as a consequence of working a 38 hour week.

- (iii) Further, the provisions of subclause (i) of this clause will not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to the said clause 3.
- (iv) Subject to subclauses (ii) and (iii) above, the provisions of subclause (i) will not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less

### **18. Overtime**

- (i) Employees will work reasonable overtime when required by the employer.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
  - (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities;
  - (c) the needs of the facility;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
  - (e) any other relevant matter.
- (iv) This subclause is subject to subclause (x) below.
  - (a) Subject to paragraph (b) of this subclause, all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work will be overtime and will be paid for at the rate of time and one-half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays will be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
  - (b) All time worked by employees pursuant to PART I - PERMANENT PART-TIME EMPLOYEES of clause 21 Part-time, Casual and Temporary Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned will be paid for at the rate of time and one-half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and one-half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned will not be regarded as overtime but an extension of the contract hours for that day and will be paid at the ordinary rate of pay.
- (v) The ordinary hours of work for Directors of Nursing will be 38 per week and will not, without payment of overtime at the rate of time and one-half, exceed:
  - (a) 43 hours in any week; or
  - (b) 86 hours in any fortnight; or

- (c) 129 hours in any 21 consecutive days; or
- (d) 172 hours in any 28 consecutive days.
- (vi) An employee required to work overtime following on the completion of their normal shift for more than two hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked, provided that the benefits of this subclause will not apply to an employee employed pursuant to PART I - PERMANENT PART-TIME EMPLOYEES of clause 21 Part-time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime; all such time will be counted as time worked.
- (viii) The meals referred to in subclauses (vi) and (vii) of this clause will be allowed to the employee free of charge. Where the facility is unable to provide such meals, the sum per meal set out Item 16 of Table 2 will be paid to the employee concerned.
- (ix) Where an employee is required to work an overtime shift on their rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 2, Hours of Work and Free Time of Employees other than Directors of Nursing, will apply.
- (x) Employees who work so much overtime:
  - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
  - (b) on a Saturday, a Sunday or a public holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the 24 hours preceding the ordinary commencing time on the next ordinary day or shift,

will, subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty, they will be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then will be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (xi) An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty; provided that this subclause does not apply to a Director of Nursing.
- (xii) By agreement between the employee and employer, an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
  - (a) Time off in lieu of overtime must be taken at ordinary rates within three months of it being accrued.
  - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the three-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.

- (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of the quality of service that would otherwise have been provided had the overtime been worked, is in fact provided.
- (e) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

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

- (i) All salaries and other payments will be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer. Provided further that, for the purpose of adjustments of wages related to variations in the basic wage, the pay period will be deemed to be weekly.
- (ii) Employees will have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries will be deposited by facilities in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement will not apply where employees nominate accounts with non-bank financial institutions; but in such cases facilities will take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 37, Termination of Employment, will be paid all moneys due to them prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or their services are terminated without due notice, any moneys due to them will be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, will be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid, the amount of the deductions made from the total earnings and the nature thereof.

### **20. Proportion**

Except in cases of emergency, not more than four enrolled nurses and/or assistants in nursing to each registered nurse will be employed in a facility and for this purpose a Director of Nursing who is a registered nurse will count; provided that the proportions specified by this clause may be altered in respect of any particular facility by agreement between the facility concerned and the New South Wales Nurses and Midwives' Association.

### **21. Part-Time, Casual and Temporary Employees**

#### **PART I - PERMANENT PART-TIME EMPLOYEES**

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee. By agreement between employer and employee, the specified number of hours may be balanced over a week and/or a fortnightly period, provided that the average weekly hours will be deemed to be the specified number of hours for the purposes of accrual of annual leave, long service leave and sick leave. Provided further that there will be no interruption to the continuity of employment merely by reason of an employee working on a "week on, week off" basis in accordance with this subclause.
- (ii) Employees engaged under Part I of this clause will be paid an hourly rate calculated on the basis of one

thirty-eighth of the appropriate rate prescribed by clause 6, Salaries, and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 9, Special Allowances, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 16, Uniform and Laundry Allowance, but will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 2, Hours of Work and Free Time of Employees Other than Directors of Nursing.

- (iii) Four weeks annual leave on ordinary pay is to be granted on completion of each 12 months' service. The provisions of subclauses (iii) to (ix) of clause 22, Annual Leave, and clause 23, Annual Leave Loading, will apply to employees engaged under this Part of this clause. The remaining provisions of the said clause 22 will not apply.

Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave will be calculated on the basis of the proportion that the average number of hours worked each week bears to 38.

- (iv) A public holiday occurring on an ordinary working day will be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday will have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect to be paid for the time actually worked at the rate of time and one-half in addition to their ordinary weekly rate. Such election will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment will be made for a minimum of four hours work, and any balance of the day or shift not worked will be paid at ordinary rates.
- (v) To the leave prescribed by subclause (iii) of this Part of this clause there will be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vi) For the purpose of this Part of this clause, the following are to be public holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (vii) In addition to those public holidays prescribed in subclause (iv) of this Part I of this clause, there will be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is agreed upon by the Association and Aged and Community Services Australia, and Leading Age Services Australia NSW-ACT. The foregoing does not apply in areas where, in each year:
  - (a) a day in addition to the ten named public holidays specified in subclause (vi) of this Part of this clause are proclaimed and observed as a public holiday; or
  - (b) two half days in addition to the ten named public holidays specified in the said subclause (vi) are proclaimed and observed as half public holidays.
- (viii) In areas where in each year one half day in addition to the ten named public holidays specified in the said subclause (vi) is proclaimed and observed as a half public holiday, for the purposes of this award the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (ix) Employees engaged under this Part of this clause will be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.



**PART II - CASUAL EMPLOYEES**

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 6, Salaries, and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause 9, Special Allowances, plus ten per cent thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 16, Uniform and Laundry Allowance.
- (iii) With respect to a casual employee, the provisions of clause 3, Hours of Work and Free Time of Directors of Nursing; clause 5, Rosters; clause 13, Expense Allowance for Directors of Nursing; clause 18, Overtime; clause 22, Annual Leave; clause 23, Annual Leave Loading; clause 24, Sick Leave; clause 25, Long Service Leave; clause 26, Compassionate Leave; clause 33, Deputy Director of Nursing and Assistant Director of Nursing; clause 35, Fares and Expenses, will not apply. Further, casual employees will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 2, Hours of Work and Free Time of Employees Other than Directors of Nursing.
- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944 (NSW)*.
- (v) For the entitlement to payment in respect of long service leave, see *Long Service Leave Act 1955 (NSW)*.
- (vi) A casual employee who is required to and does work on a public holiday as defined in subclauses (i) and (ii) of clause 15, Public Holidays, will be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee will not be entitled to be paid, in addition, the allowance of ten per cent prescribed in subclause (ii) of this Part in respect of such work.

**PART III - TEMPORARY EMPLOYEES**

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times
- (ii) A temporary employee will be paid, in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to ten per cent of the rates prescribed for their classification by clause 6, Salaries, provided that this subclause will cease to apply upon:
  - (a) the said period of engagement being extended after the said period of 13 weeks;
  - (b) the employer and the employee agreeing during the said period of 13 weeks that the employee will be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944 (NSW)*.

**22. Annual Leave**

- (i) Annual leave on full pay is to be granted on completion of each 12 months service as follows:
  - (a) Employees required to work on a seven-day basis - six weeks annual leave.
  - (b) All other employees - four weeks annual leave.

(ii)

- (a) An employee to whom paragraph (a) of subclause (i) of this clause applies and who is required to and does work on a public holiday will be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment will be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.
- (b) To the leave prescribed by paragraph (a) of subclause (i) there will be added one working day or one half working day for each special public holiday or half public holiday, not being one of the ten specifically named public holidays prescribed by subclause (i) of clause 15, Public Holidays (or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.
- (c) To the leave prescribed by paragraph (b) of subclause (i) of this clause there will be added one working day or one half working day for each public holiday or half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a full-time shift worker the provisions of this paragraph will apply to any public holiday falling during the period of annual leave.

(iii)

- (a) An employee will be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due or, if the employee has not previously had annual leave, since the commencement of employment.
- (b) Credit of time towards an allocated day off duty will not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with paragraph (b) of subclause (ii) of this clause and paragraph (a) of subclause (iii) of clause 15, Public Holidays.

- (iv) Annual leave will be given and taken either in one consecutive period or two periods or, if the employer and employee so agree, in either three or four separate periods but not otherwise. Provided that no employee will be compelled to take annual leave in periods of less than one week in place of any other leave provided for by this award.

(v)

- (a) Annual leave will be given and will be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
- (b) Nothing in this subclause will prevent an employer by agreement with the employee from allowing annual leave to an employee before the right thereto has accrued, but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
- (c) The employer will give each employee, where practicable, three months notice of the date upon which they will enter upon leave and, in any event, such notice will not be less than 28 days.

(vi)

- (a) Each employee before going on leave will be paid for the period of the leave at the ordinary rate of salary to which they are entitled under this award. Where an employee has any period of permanent part-time employment during any 12-month qualifying period for annual leave, payment for such annual leave will be calculated on the basis of the proportion that the average

number of hours worked each week bears to 38.

- (b) An employee to whom paragraph (a) of subclause (i) applies will be paid during the first 28 consecutive days while on annual leave their ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave. Additional annual leave accrued under subclause (ix) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave. Provided that the provisions of the preceding paragraphs of this subclause will not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) of this clause and subclause (ii) of clause 15, Public Holidays.
- (vii) Except as provided in subclauses (viii) and (ix) of this clause, payment for annual leave will not be made or accepted in lieu of annual leave.
- (viii) Where the employment of an employee is terminated, the employee will be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one-twelfth (6/46 in respect of employees rostered to work on a seven-day basis) of their ordinary pay for that period of employment, together with payment for any days added to annual leave in accordance with subclause (iii) of the said clause 15.
- (ix)
- (a) In addition to the leave prescribed by subclause (i) of this clause, employees who work their ordinary hours on Sundays and/or public holidays prescribed by clause 15 are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes -

|            |                                |
|------------|--------------------------------|
| 4 to 10    | 1 day additional annual leave  |
| 11 to 17   | 2 days additional annual leave |
| 18 to 24   | 3 days additional annual leave |
| 25 to 31   | 4 days additional annual leave |
| 32 or more | 5 days additional annual leave |

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

- (b) On termination of employment, employees are to be paid for any untaken annual leave due under this subclause, together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause, together with payment for any untaken annual leave due in accordance with subclause (viii) of this clause.
- (c) Permanent part-time employees will be entitled to the benefits of this subclause in the same proportion as their average weekly hours of work bear to full-time hours.

### 23. Annual Leave Loading

- (i) Before an employee is given and takes their annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer will pay the employee a loading determined in accordance with this clause.
- (ii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under paragraph (b) of subclause (i) and paragraph (c) of subclause (ii) of clause 22, Annual Leave, or in the case of permanent part-time employees, for the period of holiday given and taken and due to the employee in accordance with the provisions of the *Annual Holidays Act 1944* (NSW).

- (iii) The loading is the amount payable for the period or the separate periods, as the case may be, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing their annual holiday, together with any allowances prescribed by subclauses (i) and (ii) of clause 9, Special Allowances.
- (iv) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said clause 22, to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iii) of this clause, applying the award rates and wages payable on that day.
- (v)
  - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, they will be paid a loading calculated in accordance with subclause (iii) of this clause for the period not taken.
  - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.
- (vi) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if they had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount will be paid to the employee in lieu of the loading.

#### **24. Sick Leave**

- (i) Subject to the following limitations and conditions, an employee will be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service, less any sick leave on full pay already taken.
  - (a) An employee during their first year of employment with an employer will be entitled to sick leave at the rate of 7.6 hours at the end of each of the first five months continuous service. Upon completion of six months continuous service the employee will be entitled to a further 38 hours sick leave. For the purpose of this subclause, where service is continuous, each new entitlement will accrue at the monthly anniversary date of the commencement of employment, i.e., a person starting on 6 March would be entitled to their first 7.6 hours on 6 April.
  - (b) An employee will not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer will pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause will, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.
  - (c) All periods of sickness will be certified to by the Director of Nursing of the facility or by the employee's own legally qualified medical practitioner. The employer may dispense with the requirements of a medical certificate when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
  - (d) Each employee will notify their employer of an absence from work due to illness or injury prior to the commencement of their rostered shift or as soon as practicable thereafter and will, as far as possible, inform the employer of the estimated duration of the absence.
- (ii) The employer will not change the rostered hours of work of an employee fixed by the roster or rosters

applicable to the 14 days immediately following the commencement of sick leave merely by reason of the fact that they are on sick leave.

- (iii) For the purpose of this clause, "service" means - service in the employment of an employer.
- (iv) For the purpose of this clause, continuity of service in the employment will not be broken by:
  - (a) absences from such employment on account of illness;
  - (b) absences from such employment for the purposes of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualifications whether in Australia or elsewhere) and where the course is pursued outside Australia an employee will be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course before returning to Australia and a period of one month after returning to Australia, provided that subclauses (iii) and (iv) will only apply to persons employed in facilities conducted by members of Aged & Community Services Australia.
- (v) Permanent Part-time Employees - A permanent part-time employee will be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding 12 months or from the time of commencement of employment, whichever is the lesser, bears to 38 ordinary hours. Such entitlements will be subject to all the above conditions applying to full-time employees.
- (vi) With respect to an employee who is eligible for sick leave and who produces a satisfactory medical certificate to the effect that they have been incapacitated for a period of at least one week's duration while on annual leave, the employer may re -credit such employee with an equivalent period of annual leave, provided that no such re-crediting will be granted to an employee on leave prior to retirement, resignation or termination of services and provided further the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) Subject to the provision of a satisfactory medical certificate and sick leave being due, extended or long service leave will be re-credited where an illness of at least one week's duration occurs during the period of extended or long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination of services.

## 25. Long Service Leave

- (i) For long service leave falling due prior to 20 February 1981, see *Long Service Leave Act 1955* (NSW).
- (ii) For long service leave falling due after 20 February 1981, the following provisions will apply:
  - (a)
    - (i) Every employee after ten years' continuous service with the same employer will be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

Such leave will be taken at a time to be mutually arranged between the employer and the employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term "as soon as practicable" will mean that leave is taken by the employee within 12 months of the date that the leave falls due. The leave is to be taken in one continuous period unless the employer and employee agree otherwise.

Notwithstanding anything contained elsewhere in this clause, an employer and an employee may mutually agree that the taking of the leave be deferred beyond the initial twelve months referred to above. In such a case the employer and employee may agree

that the employee will be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

- (ii) Where the service of an employee with at least five years' service is terminated, the employee will be entitled to long service leave as follows:

For the first five years' service - one month.

For the next ten years' service - a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

- (b) Subject to paragraph (a) of this subclause, where an employee has acquired a right to long service leave, then:
  - (i) If, before such leave has been entered upon, the employment of such employee has been terminated, such employee will be entitled to receive the monetary value of the leave to which such employee has become entitled, computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
  - (ii) If such employee dies before entering upon such extended leave, or if, after having entered upon the same, dies before its termination, their widow/widower or, in the case of a widow/widower leaving children, their children or their guardians or other dependent relatives or their legal representatives, will be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.
- (c) For the purpose of this clause:
  - (i) Continuous service in the same facility prior to the coming into force of this award will be taken into account.
  - (ii) One month equals four and one-third weeks.
  - (iii) Continuous service will be deemed not to have been broken by:
    - (1) absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
    - (2) any period of absence on leave without pay not exceeding six months.
- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave will be debited against the amount of leave due under this award.
- (e) Except where the total actual service is less than five years -
  - (i) all service in facilities to which subclause (i) of clause 11, Climatic and Isolation Allowance, applies will be counted as one and one-half times the actual time served;
  - (ii) all service in a facility to which subclause (ii) of the said clause 11 applies will be counted as twice the actual time served.

- (f) Any period(s) of part-time employment with the same employer will count towards long service leave as provided for in paragraphs (a) and (e) of this subclause. Such long service leave will be paid for on the basis of the proportion that the average number of hours worked per week bears to 38.
- (g) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day will be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave will be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

## **26. Compassionate Leave**

- (i) In general, compassionate leave with pay should be granted only in extraordinary or emergent circumstances where a member of the staff of a facility is forced to absent himself/herself from duty because of urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- (ii) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee rather than the employer to make good, should be covered by the grant of leave without pay or, if the employee so desires, charged against their annual leave credit.
- (iii) The following basic principles should be kept in mind when dealing with applications:
  - (a)
    - (i) An employee, other than a casual employee, will be entitled to a maximum of two days compassionate leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph (iii) of this paragraph. Provided that, where the employee is involved in funeral arrangements, travelling, etc., leave may be allowed for up to three days.
    - (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
    - (iii) Compassionate leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
    - (iv) An employee will not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.
    - (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 28. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
  - (b) Illnesses in the family - Except in very special circumstances, leave with pay should be limited to one day which, as a general rule, would prove sufficient time to meet the immediate emergency and allow the employee to make any other arrangements necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.
- (iv) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g., floods and bushfires, which clearly prevent attendance for duty.

- (v) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year.
- (vi) Bereavement entitlements for casual employees
  - (a) Subject to the evidentiary and notice requirements set out in subparagraph (ii) of paragraph (a) of subclause (iii) of clause 26, Compassionate Leave, 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 subparagraph (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave.
  - (b) The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (vii) The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

## 27. Parental Leave

- (i) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) 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.
- (iii) Right to request
  - (a) An employee entitled to parental leave may request the employer to allow the employee:
    - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
    - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

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



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

The employee's request and the employer's decision made under subparagraph (ii) of paragraph (a) of subclause (iii) of clause 27, Parental Leave and subparagraph (iii) of (a) of subclause (iii) of clause 27, Parental Leave must be recorded in writing

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

Where an employee wishes to make a request under subparagraph (iii) of paragraph (a) of subclause (iii) of clause 27, Parental Leave, 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.

- (iv) Communication during parental leave

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

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

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

## **28. Personal/Carer's Leave**

- (i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 24, 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.

- (b) The employee will, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:

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

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

Where the parties are unable to reach agreement the disputes procedure at clause 46, Resolution of Disputes, should be followed.

(ii) Unpaid Leave for Family Purpose

- (a) 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 (ii) of paragraph (c) of subclause (i) of clause 28, Personal/Carer's Leave above who is ill or who requires care due to an unexpected emergency.

(iii) 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, will be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
  - (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (iv) 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 (i) of this clause, and despite the provisions of subclause (xii) of clause 18, Overtime, the following provisions will apply.
  - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (c) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
  - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12-month period or on termination.
  - (e) Where no election is made in accordance with the said paragraph (a), the employee will be paid overtime rates in accordance with this award.
- (v) Make-up Time
  - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off 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.
- (vi) Additional 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 employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to this 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.
- (vii) Personal Carers Entitlement for casual employees -
  - (a) Subject to the evidentiary and notice requirements in paragraph (b) of subclause (i) of clause 28, Personal/Carer's Leave and paragraph (d) of subclause (i) of clause 28, Personal/Carer's Leave 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 subparagraph (ii) of paragraph (c) of subclause (i) of 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 employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (viii) The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.

### **29. Staff Amenities**

- (i) The employer will provide for the use of employees:
  - (a) toilet facilities; provided that this provision will not apply to a facility the registered number of beds of which is less than nine;
  - (b) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee.
- (ii) An employer will provide for employees morning and afternoon tea, supper and early morning tea (which will include tea or coffee, together with milk and sugar).
- (iii) Where an employee requests, the employer will provide an employee with meals of a reasonable standard. The employer may make a charge, provided that the charge for breakfast will be the sum set out in Item 17 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and the sum set out in Item 18 of the said Table 2 for other meals.
- (iv) The charges referred to in subclause (iii) of this clause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs (not indirect costs).

### **30. Labour Flexibility**

- (i) Nurses will not be required to perform as a matter of routine duties: washing, sweeping, polishing and/or dusting of floors, walls, windows, corridors, annexes, bathrooms or verandas, except in an emergency.
- (ii) Nothing in subclause (i) of this clause will preclude the employment of nurses in the washing of beds, bedspreads, mattresses, bedside tables or the like, following the discharge of a patient suffering a notifiable infectious disease.
- (iii) Nothing in subclause (i) of this clause will preclude any nurse from being required to perform all or any of the specified duties, at any time when domestic staff is not available to perform them; provided that the employer has made all reasonable efforts to obtain domestic staff.
- (iv) Subject to subclause (i) of this clause, an employer may direct a nurse to carry out such duties as are within the limits of the nurse's skill, competence and training. Such duties may include work which is incidental or peripheral to the nurse's main tasks, provided that such duties are not designed to promote deskilling.

Any employer may direct a nurse to carry out duties and use such equipment as may be required, provided that the nurse has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer will be consistent with the employer's responsibility to provide a safe and healthy working environment for nurses and the employer's duty of care to residents.

- (v) Assistants in Nursing may be employed under this award to perform mixed functions, provided that:

- (a) The primary duties performed by the Assistant in Nursing, being the delivery of direct care to residents, occupy no less than the majority of the hours for which they are employed in any 28 day cycle.
- (b) The Assistant in Nursing will be paid at the appropriate rate for an Assistant in Nursing for all work performed for their employer in that classification.
- (c) An Assistant in Nursing will not be required to perform mixed functions where the employer does not provide adequate staff to ensure that the level of the quality of the service that would have otherwise been provided if the Assistant in Nursing did not perform mixed functions, is in fact provided.
- (d) Subject to paragraph (a) of this subclause, an Assistant in Nursing may perform duties associated with a resident's well being and comfort, including functions of a laundry, kitchen or other personal support nature.

### 31. Medical Examination of Nurses

On commencement of employment the employee will be notified of the availability of the following provisions, which the employer will provide at the request of the employee:

- (i) For protection against tuberculosis:
  - (a) Before a nurse commences duty, a PA chest x-ray examination of the nurse, unless a radiologist's report of a normal chest x-ray taken within the previous six months is available.
  - (b) As soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then -
    - (i) where the Mantoux test is negative, immunisation with BCG vaccine;
    - (ii) where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
  - (c) A Mantoux test annually to -
    - (i) previously Mantoux-negative nursing staff;
    - (ii) nursing staff whose Mantoux reaction has been converted by BCG vaccination.
  - (d) A chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination).
  - (e) Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.
- (ii) For protection against other communicable diseases:
  - (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
  - (b) booster immunisation against tetanus at ten-year intervals;
  - (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.
- (iii) For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- (iv) The costs involved in the various screening and protection procedures should be borne by the employer.

**32. Escort Duty**

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, in other words, in attendance on a patient, will be paid as working time under this award. Where applicable, overtime will be payable.
- (ii) All reasonable out-of-pocket expenses will be reimbursed.
- (iii) Rostered time will be paid as such, even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties -
  - (a) Periods in hotel/motel accommodation or waiting for transport will not be counted as working time.
  - (b) Periods travelling will count as working time.

**33. Deputy Director of Nursing and Assistant Director of Nursing**

- (i) Subject to subclause (ii) of this clause, the following appointments will be made in nursing homes with daily averages of occupied beds as specified hereunder:

Less than 150 beds - a Deputy Director of Nursing.

150 beds and over - a Deputy Director of Nursing and Assistant Director of Nursing.
- (ii) There is no requirement to appoint a Deputy Director of Nursing in nursing homes of 40 beds and under in the following circumstances:
  - (a) the registered nurses at the nursing home are all given the same duties and no registered nurse is delegated Deputy Director of Nursing duties; and
  - (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

Provided that no Deputy Director of Nursing employed as at 16 December 1994 will be dismissed or demoted from that position as a result of the implementation of this subclause.

- (iii) Where a decision is made, pursuant to subclause (ii) of this clause, not to appoint a Deputy Director of Nursing, the employer will notify the Association in writing of that decision within 14 days and must certify that the requirements of paragraphs (a) and (b) of subclause (ii) have been met.
- (iv) In the event of a dispute arising as to the operation of this clause, the procedures set out in clause 46, Resolution of Disputes, will be followed.
- (v) Appointments under subclause (i) of this clause will be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the general nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the nursing home will be deemed to be appointed until such time as another appointment is made by the nursing home.
- (vi) This clause will not apply to a nursing home using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.
- (vii) This clause will not apply to a nursing home which is owned by two or more registered nurses who are

actively engaged as Directors of Nursing in the running of the nursing home.

### 34. Nursing Unit Managers

No person appointed to any level of the former classification of Nursing Unit Manager as at 1 March 1999 will be dismissed or demoted as a result of the deletion of that classification from this award. Provided that the salary rates appearing under that classification in Table 1 - Salaries, of Part B, Monetary Rates, are to be payable, on a strictly personal basis, only to those persons appointed to such positions as at 1 March 1999.

### 35. Fares and Expenses

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

### 36. Registration or Enrolment Pending

- (i) A registered nurse or enrolled nurse who has trained outside New South Wales will be paid as a registered nurse or enrolled nurse as from the date they are notified that they are eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that they make application for registration within seven days after being so notified.
- (ii) They notify the employer as soon as possible after they have applied.

### 37. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, the services of an employee will be terminated only by notice or by the payment of salary in lieu thereof other than a Director of Nursing, as follows;

| Period | Employee's period of continuous service with the employer at the end of the day the notice is given | Period  |
|--------|-----------------------------------------------------------------------------------------------------|---------|
| 1      | Not more than 1 year                                                                                | 1 week  |
| 2      | More than 1 year but not more than 3 years                                                          | 2 weeks |
| 3      | More than 3 years but not more than 5 years                                                         | 3 weeks |
| 4      | More than 5 years                                                                                   | 4 weeks |

In the case of a Director of Nursing payment of salary in lieu thereof notice period can be made, except that where the employment of a Director of Nursing is terminated within 13 weeks of their engagement, there will be given 14 days notice or the payment of 14 days salary in lieu thereof.

- (ii) No employee will, without the consent of the employer, resign without having given seven days' notice (or, in the case of a Director of Nursing, 28 days' notice) of the intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances will the employee other than the Director of Nursing forfeit more than seven days' pay and the Director of Nursing more than 28 days' pay at the rates prescribed for their classification by clause 6, Salaries.

- (iii) Statement of Employment

Upon the termination of the services of an employee, the employer will furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed. In addition, an employer will provide to Assistants in Nursing a statement of in-service training and/or education which the employee has undertaken.

- (iv) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid for such accrued time as ordinary rate of pay upon termination.

### **38. Award Benefits to be Continuous**

- (i) In the event of any change of ownership, licensee or management of any facility covered by this award, all employee rights and benefits provided by this award will continue as if no such change in ownership, licensee or management had taken place, and no employee will be dismissed for the reason of such change.
- (ii) Where such changes do occur, no employee will be paid out for accrued annual leave, long service leave or any other benefits, but such benefits will be continuous.
- (iii) No employee, full-time or part-time, will have their employment terminated or be required to take leave without pay where such termination or leave is used to avoid the requirements of any Act or to avoid payment of any rights or benefits provided by this award.

### **39. Special Provisions Relating to Trainee Enrolled Nurses**

- (i) Where a trainee enrolled nurse has transferred from one training school to another, the time allowed by the Board in the first training school will be counted in computing salary.
- (ii) A trainee enrolled nurse, who is absent from training for not more than two weeks, exclusive of annual leave, in any period of 12 months training will, for the purpose of annual increase in salary under clause 6, Salaries, be deemed to have completed the particular year of training 12 calendar months after the commencement thereof notwithstanding such absence, but if absent for more than the aforesaid time in any such period, the particular year of training will not be deemed to have been completed until the employee has served the actual period of excess of such time.

### **40. Trainee Enrolled Nurse**

- (i) Objective:

The objective of this clause is to assist with the establishment of a system of traineeships for Trainee Enrolled Nurses, which provides approved training in conjunction with employment and which is to be at the same AQF level as the existing Certificate IV course.

- (ii) Application:

- (a) This clause applies only to the employment of Trainee Enrolled Nurses undertaking Certificate



IV in Nursing whilst performing the duties of a Trainee Enrolled Nurse.

(b) The system is neither designed nor intended for those who are already trained and job ready.

(iii) Definitions:

"Structured Training" means - training which is specified in the Training Plan, which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority.

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

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

"Training Contract" means - a contract entered into for the purposes of establishing a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

"Training Plan" means - a programme of training which forms part of a Training Contract registered with the relevant NSW Training Authority.

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

"School Based Trainee Enrolled Nurse" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a Traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority, NSW Board of Studies and NSW Nurses Registration Board as such.

(iv) Training Conditions

- (a) The employer will provide a level of registered nurse supervision during the traineeship period in accordance with the training contract.
- (b) Trainee Enrolled Nurses will not be required to perform the duties of registered or enrolled nurses in the event of absenteeism. In the event that a registered or enrolled nurse needs to be replaced, existing staff including casuals will be offered the shift, or agency staff will be used.
- (c) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority. Training records or work books may be utilised as part of this monitoring process.
- (d) A Traineeship will not commence until the relevant Training Contract has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority.

(v) Full Time, Part Time Traineeships

A full time Trainee Enrolled Nurse will be engaged as a full-time employee for a maximum of one year's duration.

A part time Trainee Enrolled Nurse will be engaged as a part time employee for a maximum of two years' duration.

A Trainee Enrolled Nurse who undertakes a Traineeship on a part-time basis works less than full-time ordinary hours and will undertake the approved training at the same or lesser training time than a full-

time trainee.

(vi) Employment Conditions

- (a) A Trainee Enrolled Nurse will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (b) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training. Any agreement to vary will be in accordance with the relevant Traineeship.
- (c) Where the trainee completes the qualification in the Training Contract earlier than the time specified in the Training Contract then the Traineeship may be concluded by mutual agreement.
- (d) A traineeship will not be terminated before its conclusion except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW) or by mutual agreement.
- (e) An employer who chooses not to continue the employment of a Trainee upon the completion of the Traineeship will notify, in writing, the relevant NSW Training Authority of their decision.
- (f) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend training in accordance with the Traineeship Agreement.
- (g) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such employment period will be counted as service for the purposes of this award or any other legislative entitlement.
- (h) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.
  - (i) No Trainee Enrolled Nurses will work overtime or shiftwork unless under the direct supervision of a registered nurse.
  - (ii) No Trainee Enrolled Nurse will work shiftwork unless the parties to a Traineeship agree that such shiftwork makes satisfactory provision for structured training.
  - (iii) Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork Trainee Enrolled Nurses.
  - (iv) No Trainee Enrolled Nurse will be rostered to work a shift any less than 8 hours prior to attending off the job training requirements, or any less than 8 hours after having completed off the job training requirements.
- (i) The Trainee Enrolled Nurse wages will be in accordance with Table 1 - Salaries, of Part B, Monetary Rates and will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.
- (j) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments
- (k) All the terms and conditions of this award or former industrial agreements that are applicable to the Trainee Enrolled Nurse will apply unless specifically varied by this clause.

**41. Trainee Assistant in Nursing**

(i) Application

- (a) This clause will apply subject to the paragraph (b) to persons who are undertaking training as an assistant in nursing under a Traineeship (as defined).
- (b) Notwithstanding the foregoing, clause 41, Trainee Assistant in Nursing, will not apply to employees who were employed under this award or awards that previously covered these employees, prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the relevant union(s).
- (c) This clause does not apply to the apprenticeship system or any training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998 or in an award that binds the employer.
- (d) For the removal of any doubt, this clause only applies to the employment of Trainees as trainee assistants in nursing.
- (e) At the conclusion of the traineeship, this clause will cease to apply to the employment of the trainee and general provisions under this award will apply to the former trainee.

(ii) Objective

The objective of clause 41, Trainee Assistant in Nursing is to assist with 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, particularly young people and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees. It is intended to apply only to the employment of Trainees as assistants in nursing. Except as provided for in subclause (iv) of clause 41, Trainee Assistant in Nursing nothing in this clause will be taken to replace the prescription of training requirements in this award.

(iii) Definitions

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* (NSW), or any successor legislation.

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

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

"Structured Training" means that training which is specified in the Training Plan, which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off the job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a traineeship approved by the relevant NSW Training Authority and leads to a qualification as set out in paragraph (f) of subclause (iv) of clause 41, Trainee Assistant in Nursing.

"Trainee" means an employee, employed for training as an assistant in nursing, who is bound by a Training Contract made in accordance with this award.

"Traineeship" means a contract entered into for the purposes of establishing a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

"Training Plan" means a programme of training which forms part of a Training Contract registered with the relevant NSW Training Authority.

"Year 10" means for the purposes of this award any person leaving school before completing Year 10 will be deemed to have completed Year 10.

## (iv) Training Conditions

- (a) The Trainee will attend an approved training course or training programme prescribed in the Training Contract or as notified to the Trainee by the relevant NSW Training Authority in accredited and relevant Traineeship.
- (b) A Traineeship will not commence until the relevant Training Contract, has been signed by the employer and the Trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Training Contract is not in a standard format a Traineeship will not commence until the Training Contract has been registered with the relevant NSW Training Authority.
- (c) The employer will ensure that the Trainee is permitted to attend the training course or programme provided for in the Training Contract and will ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer will provide a level of supervision in accordance with the Training Contract during the traineeship period.
- (e) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority and training records or work books may be utilised as part of this monitoring process.
- (f) Training will be directed at:
  - (i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Qualification Framework Level 1 qualification.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
  - (ii) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these

## (v) Employment Conditions

- (a) A Trainee will be engaged as a full-time employee for a maximum of one year's duration or a part time trainee for a maximum period of 2 years, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship will be thirty six months.
- (b) A Trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship .
- (d) Where the trainee completes the qualification, in the Training Contract, earlier than the time specified in the Traineeship Agreement then the traineeship may be concluded by mutual agreement.
- (e) An employer will not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned and the relevant NSW Training Authority in accordance with the Training Contract or the *Apprenticeship and Traineeship Act 2001* (NSW).

An employer who chooses not to continue to the employment of a Trainee upon the completion of the traineeship will notify, in writing, the relevant NSW Training Authority of their decision.

(f)

- (i) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.
  - (ii) No Trainee will work overtime or shiftwork on their own unless consistent with the provisions of this award.
  - (iii) No Trainee will work shiftwork unless the parties to this award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
  - (iv) The Trainee wages will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award, unless otherwise agreed by the parties to a Traineeship.
- (g) All other terms and conditions of this award or other industrial instruments that are applicable to the Trainee or would be applicable to the Trainee but for clause 41, Trainee Assistant in Nursing, will apply unless specifically varied by this clause.
- (h) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments.
- (i) The trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend Structured Training in accordance with the Training Contract.
- (j) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period will be counted as service for the purposes of this award or any other legislative entitlement.

(vi) Wages

(a)

- (i) The weekly wages payable to trainees are as provided in Table 4 - Wages - Trainees, of Part B, Monetary Rates, and in accordance with subclause (v), Employment Conditions.
- (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in clause 41, Trainee Assistant in Nursing.
- (iii) The wage rates prescribed by this clause do not apply to the complete trade level training which is covered by the apprenticeship system.

(b) The wage rates have been determined, having regard to the following criteria:

- (i) the agreement of the parties;
- (ii) the nature of the industry;
- (iii) the total training plan;
- (iv) recognition that training can be undertaken in stages;

- (v) the exit skill level in this award contemplated by the traineeship.
- (c) For the purposes of the said Table 4, "out of school" will refer only to periods out of school beyond Year 10, and will be deemed to:
  - (i) include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
  - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10;
  - (iii) not include any period during a calendar year in which a year of schooling is completed; and
  - (iv) have effect on an anniversary date, being 1 January in each year.
- (d) At the conclusion of the traineeship, clause 41, Trainee Assistant in Nursing, ceases to apply to the employment of the trainee and general provisions within this award will apply to the former trainee.
- (vii) Part-Time Employees

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

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

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

\*NOTE: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e., 20%). A pro rata adjustment would need to be made in the case where ordinary full-time hours were not 38.

- (b) "Full-time wage rate" means the appropriate rates as set out in Table 4 - Wages -Trainees, of Part B and School Based Traineeships in Table 5 of Part B
- (c) "Trainee hours" will be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (d) "Average weekly training time" is based upon the length of the traineeships specified in the traineeship contract or training contract as follows:

$$\frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

NOTE 1:

7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro rata adjustment would need to be made in the case where ordinary full-time hours were not 38.

NOTE 2:

The parties note that the training contract will require a trainee to be employed for

sufficient hours to complete all requirements of the traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

- (e) A part-time trainee will receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of clause 41, Trainee Assistant in Nursing will apply to part-time trainees except as specified in this -subclause.
- (f) A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
- (g) The minimum engagement periods specified in this award will also be applicable to part-time trainees.

#### EXAMPLE

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

A school student (year 10) commences a traineeship in Year 11 (plus one year out of school).

The ordinary hours of work in this award is 38. The Training Contract specifies two years (24 months) as the length of the traineeship.

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

"Trainee hours" totals 15 hours. These are made up of 11 hours' work, which is worked over two days of the week, plus 1 1/2 hours on-the-job training, plus 2 1/2 hours off-the-job approved training at school and at a Registered Training Organisation.

So the wage rate for a school leaver, plus one year out of school is:

$\$187 \times (15 = \$68.90 \text{ plus any applicable penalty rates under the award.}$

3.8)

30.4

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

#### (viii) School Based Traineeships

- (a) School-Based Trainees will not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
- (b) For the purposes of clause 41, Trainee Assistant in Nursing, a School-Based Trainee will become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
- (c) An Employer will not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant NSW Training Authority in accordance with the Training Contract or the *Apprenticeship and Traineeship Act 2001* (NSW).

An Employer who chooses not to continue the employment of a Trainee upon the completion of the traineeship will notify, in writing, the relevant NSW Training Authority of their decision.

- (d) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Contract
- (e) Where the employment of a Trainee by an Employer is continued after the completion of the Traineeship period, such Traineeship period will be counted as service for the purposes of this award or any other legislative entitlements.

- (f) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.
- (g) No Trainee will work overtime or shiftwork on their own unless consistent with the provisions of this award.
- (h) No Trainee will work shiftwork unless the parties to this award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- (i) The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award, unless otherwise agreed by the parties to a Traineeship.
- (j) All other terms and conditions of this award that are applicable to the Trainee or would be applicable to the Trainee but for this clause will apply unless specifically varied by this clause.
- (k) A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments.

#### **42. Right of Entry**

See Part 7 of Chapter 5 of the *Industrial Relations Act* 1996 (NSW).

#### **43. Redundancy**

- (i) Application
  - (a) In respect to employers who employ 15 or more employees immediately prior to the termination of employment of the employees, in the terms of clause 37, Termination of Employment.
  - (b) Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
  - (c) Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees 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.
  - (d) Clause 43, Redundancy, will apply to all full-time and part-time employees in classifications listed in Part B, Monetary Rates, Table 1 - Salaries.

- (ii) Redundancy

##### Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause (i) of clause 52, Introduction of Change, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions will take place as soon as is practicable after the employer has made a definite



decision which will invoke the provision of paragraph (a) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (c) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Notice

(a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (a) of subclause (i) of clause 52, Introduction of Change.

- (i) 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          |

- (ii) 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 week's notice.
- (iii) 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.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (i) of the said clause 52.

- (i) In order to terminate the employment of an employee, the employer shall give to the employee three months notice of termination.
- (ii) 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.
- (iii) 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 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time Off during the Notice Period

- (i) 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 purpose of seeking other employment.

- (ii) 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.

(d) Employee Leaving during the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee 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 circumstance the employee shall not be entitled to payment in lieu of notice.

(e) Notice to Centrelink

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

(f) Centrelink 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 Certificate" in the form required by Centrelink.

(g) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of the said clause 52, 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 rate for the number of weeks notice still owing.

(iv) Severance Pay

- (a) Where the employment of an employee is to be terminated pursuant to this clause, subject to any further order of the Industrial Relations Commission of New South Wales pursuant to paragraphs (b) or (c) of subclause (iv) of clause 43, the employer will pay the following severance pay in respect of a continuous period of service.

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

| Years of Service              | 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    |

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

| Years of Service | 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   |

- (iii) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances specified in paragraph (iv) of this subclause paid in accordance with the award covering the wages and conditions of the employee.
- (iv) For the purposes of this clause, the following allowances in paragraphs (a) and (b) of subclause (i) of clause 9, Special Allowances, and subclauses (i) and (ii) of clause 11, Climatic and Isolation Allowance.
- (v) A "week's pay" for a particular employee will be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs (i) and (ii) of this subclause.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of subclause (iv) of clause 43, Redundancy.

The Commission will have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (a) will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of subclause (iv) of clause 43 Redundancy, if the employer obtains acceptable alternative employment for an employee.

- (v) Upon the termination of the services of an employee, the employer will furnish the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed. In addition, an employer will provide to Assistants in Nursing a statement of in-service training and/or education which the employee has undertaken.
- (vi) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, will be paid for such accrued time as ordinary rate of pay upon termination.
- (vii) Savings Clause

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

#### 44. Attendance at Meetings and Fire Drills

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), contained within the NSW Health Policy Directive PD2010\_024 - Fire Safety in Health Care Facilities, will be entitled to be

paid the "ordinary rate" for the actual time spent in attendance at such practices. Such time spent in attendance will not be viewed as overtime for the purposes of this award.

- (ii) Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative will, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. Such time spent in attendance will not be viewed as overtime for the purposes of this award.
- (iii) For the purposes of this clause, "ordinary rate" will include amounts payable under clause 6, Salaries, subclauses (i) and (ii) of clause 9, Special Allowances, and clause 11, Climatic and Isolation Allowance, plus, where appropriate, the ten per cent loading prescribed in clause 21, Part-time, Casual and Temporary Employees, for employees engaged otherwise than as a full-time or permanent part-time employee.

#### **45. Training for Nurses**

- (i) Each employer will provide a minimum of 12 hours of in-service training per annum to Assistants in Nursing.
- (ii) Each employer may make training available to nurses other than Assistants in Nursing.
- (iii) Each employee will provide to their employer details of their attendance at in-service training and the employer will keep a record of this attendance.
- (iv) Upon termination of the employee's employment the employer will provide to the employee a written statement of the hours of in-service training attended by the employee.
- (v) Where practicable, such training will be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
  - (a) Employees will attend in-service training outside their normal rostered working hours when required to do so by the employer.
  - (b) An employer will provide employees with two weeks notice of the requirement to attend training outside of their normal rostered working hours.
  - (c) Notwithstanding clause 18, Overtime, attendance at such training will be paid at ordinary rates.
  - (d) Notwithstanding subclause (iv) of clause 2, Hours of Work and Free Time of Employees Other Than Directors of Nursing, attendance at such in-service training outside the normal rostered working time of an employee will not affect the ordinary rate paid to the employee during normal rostered working time.

#### **46. Resolution of Disputes**

Grievances and disputes will be dealt with in the following manner:

- (i) The employee is to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for discussions and state the remedy sought. This meeting will take place within two working days of the issue arising (weekends and public holidays excepted).
- (ii) If agreement is not reached, the matter will then be referred by either party to a higher authority (where this exists) no later than three working days after subclause (i) above (weekends and public holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing the proposed remedy.
- (iii) Failing settlement of the issue at this level, the matter will be submitted to a committee consisting of not more than four members, two of whom will be appointed by the facility concerned (and for the purpose

of this subclause the facility may ask their employer organisation to assist) and two by the Association.

- (iv) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work will be applied.
- (v) The Association reserves the right to vary this procedure where it is considered a safety factor is involved.
- (vi) This clause will not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996* (NSW).

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

#### **NOTES -**

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) 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".

#### **48. Enterprise Arrangements**

**PART 1 - PARTIES**

- (i) As part of the Structural Efficiency exercise and as an ongoing process for improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction, and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.
- (ii) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise will, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
  - (a) A majority of employees affected genuinely agree.
  - (b) Such arrangement is consistent with the current State Wage Case principles.
- (iii)
  - (a) Before any arrangement requiring variation to the award is signed and processed in accordance with Part 2 of this clause, details of such arrangements will be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection.
  - (b) When an objection is raised, the parties are to confer in an effort to resolve the issue.

**PART 2 - PROCEDURES TO BE FOLLOWED - SUCH ENTERPRISE ARRANGEMENTS WILL BE PROCESSED AS FOLLOWS**

- (i) All employees will be provided with the current prescriptions (e.g., award, industrial agreement, enterprise agreement or enterprise arrangement) that apply at the place of work.
- (ii)
  - (a) Where an arrangement is agreed between the employer and the employees or their authorised representative at an enterprise, such arrangement will be committed to writing.  
  
Where the arrangement is agreed between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement will be committed to writing.
  - (b) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
- (iii) The arrangement will be signed by the employer, or the employer's duly authorised representative, and the employees, or their authorised representative with whom agreement was reached.
- (iv) Where an arrangement is objected to in accordance with paragraph (a) of subclause (iii) of Part 1 of this clause and the objection is not resolved, an employer may make application to the Industrial Relations Commission of New South Wales to vary the award to give effect to the arrangement.
- (v) The union and/or the employer association will not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vi) If no party objects to the arrangement, then a consent application will be made to the Industrial Relations Commission to have the arrangement approved and the award varied in the manner specified

in subclause (vii). Such applications are to be processed in accordance with the appropriate State Wage Case principles.

- (vii) Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt, and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), will be set out in a schedule to the award.
- (viii) Such arrangement when approved will be displayed on a notice board at each enterprise affected.
- (ix) No existing employee will suffer a reduction in entitlement to earnings, award or over award, for working ordinary hours of work as the result of any award changes made as part of the implementation of the arrangement.

#### **49. Exemptions**

- (i) This award will not apply to members, novices or aspirants of religious orders in any facility.
- (ii) Clause 51, Superannuation, will apply to all persons employed as nurses or in accordance with the profession of nursing in the State of New South Wales excluding the County of Yancawinna.

#### **50. Secure Employment**

- (i) 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.

- (ii) Casual Conversion
  - (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
  - (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the employer fails to comply with this notice requirement.
  - (c) Any casual employee who has a right to elect under paragraph (ii)(a) upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (e) 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.
- (f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
  - (i) whether the employee will convert to full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Work Health and Safety
- (a) For the purposes of this subclause, the following definitions will apply:
    - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
  - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
    - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
    - (ii) 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;
    - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that



they would otherwise supply to their own employees; and

- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in clause 50(iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).
- (iv) Disputes Regarding the Application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- (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* (NSW) (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 relevant federal bodies.

## 51. Superannuation

- (i) Superannuation Legislation
  - (a) The subject of superannuation is dealt with extensively by federal legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, will govern the superannuation rights and obligations of the parties.
- (ii) Contribution
  - (a) The employer will make, in respect of qualified employees, legislated superannuation contributions currently set at 10% of ordinary-time earnings into an approved fund. Such contributions will be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions will be remitted at the time that employees receive their annual group certificate.
  - (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of them will be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer will not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
  - (c) Where no such nomination is made before any such contributions become payable, the contribution referred to in subclause (a) of this clause will be paid to the approved fund for that place of employment.
- (iii) Salary Sacrifice to Superannuation
  - (a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under this award. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
  - (b) Salary sacrifice to superannuation will be offered to employees by mutual agreement between the employee and employer.
  - (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.

- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50.00). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- (g) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, will be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.
- (h) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one month's notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation will be calculated by reference to the salary which would have applied to the employee this award in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee will have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.
- (l) Nothing in this clause will affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

## **52. Introduction of Change**

- (i) **Employer's Duty to Notify**
  - (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
  - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (ii) **Employer's Duty to Discuss Change**
  - (a) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
  - (b) The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (i).

- (c) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

### 53. Area, Incidence and Duration

- (i) This award is made pursuant to section 10 and 11 of the *Industrial Relations Act 1996* (NSW) and rescinds and replaces the reviewed Nursing Homes, &c., Nurses' (State) Award published 24 January 2020, the Nurses' (Private Sector) Training Wage (State) Award published 27 January 2012, the reviewed Nurses (Private Sector) Superannuation (State) Award published 24 January 2020, and the reviewed Nurses (Private Sector) Redundancy (State) Award published 21 February 2020.

This award combines the above awards by mirroring as closely as possible the contents of those awards into a new, consolidated, award.

The changes made to the award are pursuant to section 19(6) of the *Industrial Relations Act 1996* (NSW) take effect on 8 October 2021 for a nominal period of 1 year. This award remains in force until varied or rescinded

- (ii) It will apply to persons engaged in the industry of nursing as defined herein within the State of New South Wales, within the jurisdiction of the Private Hospital, Day Procedure Centre, Nursing Home, &c., Nurses' (State) Industrial Committee, which includes as part of its coverage the following:

Trained nurses, Trainees and Assistants in Nursing and all persons employed as nurses in the industry and calling of nursing and employed in or in connection with a residential aged care facility.

- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2024. These adjustments may be offset any or both:
- (a) any equivalent overaward payments, and
  - (b) Award wage increases other than State Wage Case adjustments.

The rates of pay and allowances in Part B, Monetary Rates, take effect from the first full pay period on or after 1 September 2024.

## PART B

### MONETARY RATES

Table 1 - Salaries

| Classification                              | SWC 2023<br>FFPP 1/9/2023 | SWC 2024<br>FFPP 1/9/2024 |
|---------------------------------------------|---------------------------|---------------------------|
| Assistant in nursing/trainee enrolled nurse |                           |                           |
| First year of experience                    | 1,074.30                  | 1,114.59                  |
| Second year of experience                   | 1,091.10                  | 1,132.02                  |
| Third year of experience                    | 1,108.60                  | 1,150.17                  |
| Thereafter                                  | 1,144.20                  | 1,187.11                  |
| Enrolled nurse                              |                           |                           |
| First year of experience                    | 1,256.14                  | 1,303.25                  |
| Second year of experience                   | 1,281.22                  | 1,329.27                  |
| Third year of experience                    | 1,307.42                  | 1,356.45                  |
| Fourth year of experience                   | 1,333.12                  | 1,383.11                  |
| Thereafter                                  | 1,358.64                  | 1,409.59                  |

|                                                                         |          |          |
|-------------------------------------------------------------------------|----------|----------|
|                                                                         |          |          |
| Registered nurse general, MR Psych., Infants, geriatric, midwifery      |          |          |
| First year of service                                                   | 1,410.50 | 1,463.39 |
| Second year of service                                                  | 1,480.34 | 1,535.85 |
| Third year of service                                                   | 1,550.64 | 1,608.79 |
| Fourth year of service                                                  | 1,626.12 | 1,687.10 |
| Fifth year of service                                                   | 1,701.96 | 1,765.78 |
| Sixth year of service                                                   | 1,778.08 | 1,844.76 |
| Seventh year of service                                                 | 1,859.28 | 1,929.00 |
| Eighth year of service                                                  | 1936.28  | 2,008.89 |
|                                                                         |          |          |
| Nursing unit manager (personal to current occupants as at 1 March 1999) |          |          |
|                                                                         |          |          |
| Level 1                                                                 |          |          |
| First year                                                              | 2,145.08 | 2,225.52 |
| Second year                                                             | 2,202.78 | 2,285.38 |
| Level 2                                                                 | 2,258.48 | 2,343.17 |
| Level 3                                                                 | 2,311.10 | 2,397.77 |
|                                                                         |          |          |
| Nurse undergoing pre-registration Assessment                            | 1,216.80 | 1,262.43 |
| Clinical nurse specialist                                               | 1,987.22 | 2,061.74 |
| Clinical nurse consultant                                               | 2,352.28 | 2,440.49 |
| Clinical nurse educator                                                 | 2,027.88 | 2,103.93 |
|                                                                         |          |          |
| Nurse educator                                                          |          |          |
| First year                                                              | 2,144.98 | 2,225.42 |
| Second year                                                             | 2,202.78 | 2,285.38 |
| Third year                                                              | 2,254.48 | 2,339.02 |
| Fourth year                                                             | 2,363.30 | 2,451.92 |
|                                                                         |          |          |
| Senior nurse educator                                                   |          |          |
| First year                                                              | 2,432.84 | 2,524.07 |
| Second year                                                             | 2,493.86 | 2,587.38 |
| Third year                                                              | 2,582.28 | 2,679.12 |
|                                                                         |          |          |
| Assistant director of nursing                                           |          |          |
| Less than 150 beds                                                      | 2,228.24 | 2,311.80 |
| 150-250 beds                                                            | 2,398.26 | 2,488.19 |
| 250 beds and over                                                       | 2,464.38 | 2,556.79 |
|                                                                         |          |          |
| Deputy director of nursing                                              |          |          |
| Less than 20 beds                                                       | 2,267.94 | 2,352.99 |
| 20 beds, less than 75 beds                                              | 2,336.26 | 2,423.87 |
| 75 beds, less than 100 beds                                             | 2,398.68 | 2,488.63 |
| 100 beds, less than 150 beds                                            | 2,443.28 | 2,534.90 |
| 150 beds, less than 200 beds                                            | 2,508.58 | 2,602.65 |
| 200 beds, less than 250 beds                                            | 2,582.28 | 2,679.12 |
| 250 beds, less than 350 beds                                            | 2,667.88 | 2,767.93 |
| 350 beds, less than 450 beds                                            | 2,752.38 | 2,855.59 |
| 450 beds, less than 750 beds                                            | 2,843.58 | 2,950.21 |
| 750 beds and over                                                       | 2,942.08 | 3,052.41 |
|                                                                         |          |          |
| Director of nursing                                                     |          |          |
| Less than 25 beds                                                       | 2,506.72 | 2,600.72 |
| 25 beds, less than 50 beds                                              | 2,650.78 | 2,750.18 |
| 50 beds, less than 75 beds                                              | 2,718.58 | 2,820.53 |

|                              |          |          |
|------------------------------|----------|----------|
| 75 beds, less than 100 beds  | 2,785.32 | 2,889.77 |
| 100 beds, less than 150 beds | 2,885.78 | 2,994.00 |
| 150 beds, less than 200 beds | 3,000.14 | 3,112.65 |
| 200 beds, less than 250 beds | 3,084.64 | 3,200.31 |
| 250 beds, less than 350 beds | 3,186.54 | 3,306.04 |
| 350 beds, less than 450 beds | 3,356.54 | 3,482.41 |
| 450 beds, less than 750 beds | 3,529.64 | 3,662.00 |
| 750 beds and over            | 3,727.84 | 3,867.63 |

**Table 2 - Other Rates and Allowances**

| Item No. | Brief Description                   | Clause No. | 1/9/2023 | 1/09/2024 | Period                       |
|----------|-------------------------------------|------------|----------|-----------|------------------------------|
| 1        | In Charge of Nursing Home           | 9(i)(a)    |          |           |                              |
|          | (a) less than 100 beds              |            | 32.95    | 34.19     | per shift                    |
|          | (b) 100 beds and less than 150 beds |            | 53.03    | 55.02     | per shift                    |
| 2        | In Charge of ward/unit              | 9(i)(b)    | 32.95    | 34.19     | per shift                    |
| 3        | On Call                             | 9(ii)(a)   | 29.35    | 30.45     | per 24 hours or part thereof |
| 4        | On Call on rostered days off        | 9(ii)(b)   | 58.69    | 60.89     | per 24 hours or part thereof |
| 5        | On Call During Meal Break           | 9(ii)(c)   | 15.88    | 16.48     | per shift                    |
| 6        | Travelling Allowance                | 9(ii)(d)   | 0.91     | 0.94      | per km                       |
| 7        | Climatic Allowance                  | 11(i)      | 6.08     | 6.31      | per week                     |
| 8        | Isolation Allowance                 | 11(ii)     | 11.77    | 12.21     | per week                     |
| 9        | Expense Allowance for DON's         | 13         |          |           |                              |
|          | less 100 beds                       |            | 330.46   | 342.85    | per annum                    |
|          | 100 - 299 beds                      |            | 659.53   | 684.26    | per annum                    |
|          | 300 - 499 beds                      |            | 990.01   | 1,027.14  | per annum                    |
|          | over 500 beds                       |            | 1320.91  | 1,370.44  | per annum                    |
| 10       | Uniforms                            | 16(iii)(a) | 8.86     | 9.19      | per week                     |
| 11       | Shoes                               | 16(iii)(a) | 2.74     | 2.84      | per week                     |
| 12       | Cardigan or Jacket                  | 16(iii)(b) | 2.66     | 2.76      | per week                     |
| 13       | Stockings                           | 16(iii)(c) | 4.61     | 4.78      | per week                     |
| 14       | Socks                               | 16(iii)(d) | 0.92     | 0.95      | per week                     |
| 15       | Laundry                             | 16(iv)     | 7.41     | 7.69      | per week                     |
| 16       | Meal on Overtime                    | 18(vi)     | 13.05    | 13.54     | per week                     |
| 17       | Breakfast                           | 29(i)(c)   | 4.89     | 5.07      | per week                     |
| 18       | Other Meals                         | 29(i)(c)   | 8.85     | 9.18      | per week                     |

**Table 3- Continuing Education Allowances**

| Item No. | Brief Description              | Clause No. | 1/9/2023 | 1/9/2024 | Period   |
|----------|--------------------------------|------------|----------|----------|----------|
| 1        | RN - Post Graduate Certificate | 10(vii)    | 27.64    | 28.68    | per week |
| 2        | RN - Post Grad Diploma/Degree  | 10(viii)   | 46.04    | 47.77    | per week |
| 3        | RN - Masters/Doctorate         | 10(ix)     | 55.28    | 57.32    | per week |
| 4        | EN - Cert IV                   | 10(x)      | 18.43    | 19.12    | per week |

**Table 4 - Monetary Rate for Assistant in Nursing Trainees**

|                                     |                    |                    |
|-------------------------------------|--------------------|--------------------|
| Highest Year of Schooling Completed | FFPPOA<br>1/9/2023 | FFPPOA<br>1/9/2024 |
| Skill Level A - Year 10             |                    |                    |
| School Leaver                       | \$392.68           | \$407.41           |
| 1 year out of school                | \$432.73           | \$448.96           |
| 2 years out of school               | \$519.67           | \$539.16           |

|                                     |          |          |
|-------------------------------------|----------|----------|
| 3 years out of school               | \$604.95 | \$627.64 |
| 4 years out of school               | \$703.07 | \$729.44 |
| 5 years out of school               | \$803.50 | \$833.63 |
| Highest Year of Schooling Completed |          |          |
| Skill Level A - Year 11             |          |          |
| School Leaver                       | \$432.83 | \$449.06 |
| 1 year out of school                | \$519.67 | \$539.16 |
| 2 years out of school               | \$604.95 | \$627.64 |
| 3 years out of school               | \$703.07 | \$729.44 |
| 4 years out of school               | \$803.62 | \$833.76 |
| 5 years out of school               | \$803.62 | \$833.76 |
| Highest Year of Schooling Completed |          |          |
| Skill Level A - Year 12             |          |          |
| School Leaver                       | \$519.67 | \$539.16 |
| 1 year out of school                | \$604.95 | \$627.64 |
| 2 years out of school               | \$703.17 | \$729.54 |
| 3 years out of school               | \$803.29 | \$833.41 |
| 4 years out of school               | \$803.29 | \$833.41 |
| 5 years out of school               | \$803.29 | \$833.41 |

**Table 5 - Monetary Rates for School Based Traineeships**

|                             |                    |                    |
|-----------------------------|--------------------|--------------------|
| Year of Schooling - Year 11 | FFPPOA<br>1/9/2023 | FFPPOA<br>1/9/2024 |
| Skill Level 1               | \$377.42           | \$391.57           |
| Year of Schooling - Year 12 |                    |                    |
| Skill Level 1               | \$432.83           | \$449.06           |

**Table 6 - Wages - School Based Traineeships**

|                             |                    |                    |
|-----------------------------|--------------------|--------------------|
| Year of Schooling - Year 11 | FFPPOA<br>1/9/2023 | FFPPOA<br>1/9/2024 |
| Skill Levels A, B, C        | \$262.27           | \$272.11           |
| Year of Schooling - Year 12 |                    |                    |
| Skill Levels A, B, C        | \$287.15           | \$297.92           |

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Printed by the authority of the Industrial Registrar.

## PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

### AWARD REPRINT

This reprint of the abovementioned award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*.

### Schedule of Award and Variations Incorporated

| Variation Serial No. | Date of Publication | Effective Date | Industrial Gazette Reference |          |
|----------------------|---------------------|----------------|------------------------------|----------|
|                      |                     |                | Volume                       | Page No. |
| C9732                | 22 September 2023   | 1 July 2023    | 395                          | 353      |

### AWARD

#### PART A

##### 1. Arrangement

| Clause No. | Subject Matter                                                                                            |
|------------|-----------------------------------------------------------------------------------------------------------|
| 1.         | Arrangement                                                                                               |
| 2.         | Area, Incidence and Duration                                                                              |
| 3.         | Classification and Salaries, Adjustments to Rates of Pay                                                  |
| 3A.        | Part Time Work                                                                                            |
| 4.         | All Incidence of Employment Allowance                                                                     |
| 5.         | Hours of Work                                                                                             |
| 6.         | Leave Entitlements                                                                                        |
| 7.         | Family and Community Service Leave, Personal / Carer's Leave and Flexible Use of Other Leave Entitlements |
| 8.         | Saving of Rights                                                                                          |
| 9.         | Anti-Discrimination                                                                                       |
| 10.        | Dispute Avoidance and Settling Procedures                                                                 |
| 11.        | No Extra Claims                                                                                           |
| 12.        | Review of Award                                                                                           |

#### PART B

#### MONETARY RATES

Table 1 - Salaries effective from the first full pay period after:  
 Table 2 - All Incidence of Employment Allowance - all classifications

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

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 9 June 2023 (394 I.G. 646).
- (c) This award shall take effect on and from 1 July 2022 and will remain in force until 30 June 2023.

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

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.
- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the relevant Department Head.

### **3A. Part Time Work**

- (a) This clause shall only apply to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument
- (b) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (c) A part time staff member is to work contract hours less than full-time hours.
- (d) Unless otherwise specified in this Award, part time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part time position or under a part time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Before commencing part time work, the Department Head and the staff member must agree upon the hours to be worked by the staff member, the days upon which they will be worked,
- (f) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (g) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (h) An employee may request, but not require, a part time staff member to work additional hours. For the time worked in excess of the staff member's usual hour and up to the normal full-time hours for the classification, part time staff members will be paid for additional hours at their hourly rate plus a loading of 1/12ths in lieu of recreation leave.

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

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



## 5. Hours of Work

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

## 6. Leave Entitlements

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

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

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

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

The relevant Department Head shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.
- (b) All Reporting Staff working part time, or under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51 and 51A of the Crown Employees (Parliament House Conditions of Employment) Award 2015 or any replacement thereof.

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

### **7.1 Definitions**

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

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

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

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

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

### **7.3 Family and Community Service Leave - entitlement.**

- (a) Family and community service leave shall accrue as follows:
  - (i) 2 ½ days in the employee's first year of services;
  - (ii) 2 ½ days in the employee's second year of service; and
  - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

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

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

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

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

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (g) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

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

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

#### 7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of

ordinary hours, at the ordinary rate of pay.

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

#### 7.8 Use of other leave entitlements

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

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

#### 7.9 Grievance and dispute handling process

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

### 8. Saving of Rights

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

### 9. Anti-Discrimination

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

- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

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

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

#### **Step 1**

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

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

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

#### **Step 2**

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

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

#### **Step 3**

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

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

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

#### **Step 4**

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

### **11. No Extra Claims**

The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Parliamentary Reporting Staff (Salaries) Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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

**12. Review of Award**

The parties agree that, during the term of this Award, they will commit to reviewing this award to ensure it meets the contemporary requirements of the Hansard service, and to ensure safe working conditions exist for Parliamentary Reporting Staff.

**PART B****MONETARY RATES****Table. 1 - Salaries Effective from the First Full Pay Period After 1 July 2022:**

| Classification      | 1 July 2023<br>\$ |
|---------------------|-------------------|
| Reporter            |                   |
| 1st year of service | 104 980           |
| 2nd year of service | 109,194           |
| 3rd year of service | 114 940           |
| 4th year of service | 119 697           |
| 5th year of service | 123,140           |
| Senior Reporter     | 126 795           |
| Sub Editor          | 136,593           |
| Senior Sub Editor   | 144,730           |
| Deputy Editor       | 153,642           |

**Table. 2 - All Incidence of Employment Allowance - All Classifications**

|                   |
|-------------------|
| 1 July 2023<br>\$ |
| 21,168            |

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Printed by the authority of the Industrial Registrar.

## PUBLIC HOSPITAL MEDICAL OFFICERS (STATE) AWARD 2022

### AWARD REPRINT

This reprint of the abovementioned award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

### Schedule of Variations Incorporated

| Variation Serial No. | Date of Publication | Effective Date | Industrial Gazette Reference |          |
|----------------------|---------------------|----------------|------------------------------|----------|
|                      |                     |                | Volume                       | Page No. |
| C9839                | 23 June 2024        | 1 July 2024    | 396                          | 963      |

### AWARD

#### PART A

#### Arrangement

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## PART B

### Table 1 - Allowances and Other Rates

## PART C

# PART A

## 1. Definitions

"Award" means the *Public Hospital Medical Officers (State) Award 2023*.

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Secretary).

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Higher Medical Qualifications" means such qualifications obtained by a medical practitioner subsequent to graduation and includes:

- (i) post-graduate university degrees and diplomas recognised by the Medical Board of Australia as qualifications, or
- (ii) membership or fellowship of the Royal College or Royal Australasian College of Physicians or fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists, or
- (iii) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of Australia and acceptable to the employer, including fellowship of the Royal Australian College of General Practitioners.

"Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.

"Intern" means a medical officer serving in a hospital prior to obtaining full registration with the Medical Board of Australia pursuant to the Health Practitioner Regulation National Law Act.

"Registrar" means a medical officer who:

- (i) has had at least three years' experience in public hospital service as defined under this Award; or
- (ii) has had at least two years' experience in public hospital service and is training under an accredited training program which allows the medical officer to occupy the position of registrar in their third year of post graduate training;

and

- (iii) is appointed as a registrar by a hospital, and



(iv) is occupying a position of registrar in an established position as approved by the employer.

"Resident" means a medical officer who has obtained full registration.

"Secretary" means the Secretary of the Ministry of Health.

"Senior Registrar" means a registrar holding higher medical qualifications and occupying a position of senior registrar in an established position as approved by the employer.

"Service" for the purpose of clause 2, Salaries, means service before and/or after the commencement of this Award in one or more hospitals or in other institutions approved from time to time by agreement between the parties of this Award. It shall include service as a medical officer in the Australian Armed Forces and service, whether continuous or not, in other hospitals within the Commonwealth of Australia.

"Union" means the Health Services Union NSW and the Australian Salaried Medical Officers' Federation (New South Wales).

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

## 2. Salaries

Full-time Medical Officer employees shall be paid the salaries as set out in the *Health Professional and Medical Salaries (State) Award*.

## 3. Payment of Salaries

- (i) All salaries and other payments shall be paid fortnightly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee, except where agreement as to another method of payment has been reached between the Union and the employer due to the isolation of the work location.
- (iii) Salaries shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iv) Penalty rates and overtime worked during the second week of the pay fortnight may be paid to employees in the next pay period by the employer.
- (v) Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their day or days off.
- (vi) Underpayment and overpayment of salaries - the following process will apply once the issue of underpayment or overpayment is substantiated.
  - (a) Underpayment
    - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days.
    - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(b) Overpayment

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

#### 4. Qualification Allowance

An allowance detailed in the Medical Officers section of the *Health Professional and Medical Salaries Award* shall be paid to officers who obtain an appropriate higher medical qualification subject to graduation.

Provided that this clause shall not apply to an officer who is appointed as a Senior Registrar, the salary rate prescribed in clause 2, Salaries, of this Award for such position having taken into account that a higher medical qualification is a prerequisite for appointment.

Provided further that, where an officer in his/her fifth and subsequent years of training is expected to meet the formal requirements of a higher medical qualification in that year, he/she shall be paid half the qualification allowance.

#### 5. In-Charge Allowance

An allowance as set out in Item 1 of Table 1, Allowances, shall be paid to medical officers for each twelve hours, or part thereof, of continuous in-charge duty for responsibility for after-hours medical services.

#### 6. Hours of Work

- (i) The ordinary hours of work shall not exceed an average of 38 hours per week. This shall be achieved by rostering officers for duty over either forty hours in any period of seven consecutive days or eighty hours in any period of fourteen consecutive days and, in addition, then granting officers roster leave additional to that prescribed in subclause (ii) of this clause to the extent of one additional day per calendar month. Such additional roster leave may accumulate to a maximum of three days and shall be granted in multiples of one day. Upon termination of employment an officer shall be paid the monetary value of any untaken additional roster leave, calculated at the officer's ordinary time rate of pay as prescribed by clause 2, Salaries, of this Award.
- (ii) Officers shall be free from ordinary hours of duty for not less than two days in each week or, where this is not practicable, four days in each fortnight. Where practicable, days off shall be consecutive and where possible additional rostered days off shall be combined with other rostered time off.
- (iii) No shift shall be less than four hours in length.

- (iv) No broken or split shifts shall be worked.
- (v) All time worked in excess of ten hours in any one shift shall be paid as if it were overtime.
- (vi) Where in any pay period, an officer is not employed by a hospital for the whole of the pay period, the ordinary hours of work for the purpose of calculating salary for that pay period (i.e., 38 or 76 hours) will be adjusted by the following factor, rounded to the nearest whole number:

$$\frac{\text{Number of calendar days employed}}{\text{Number of calendar days in pay period}}$$

- (vii) Officers shall be given at least two weeks' notice of rosters to be worked in relation to ordinary hours of work and also, where practicable, in relation to additional (overtime) rostered hours of work, provided that the employer may change the rosters without notice to meet any emergent situation. This clause shall not apply in respect of the granting by the employer of additional roster leave pursuant to this clause.

## 7. Part-Time Employees

- (i) Medical officers engaged on a part-time basis as at 1 June 1993 under the provisions of Agreement No 1 of 1975 made in accordance with section 40BA of the *Public Hospitals Act* 1929, were able to elect to be employed as part-time employees under the provisions of this clause. Part-time employees who did not make such an election continue to be subject to the provisions of Agreement No. 1 of 1975 (see Ministry of Health Policy Directive PD2005\_474) in lieu of the provisions of this clause.
- (ii) A part-time medical officer is one who is appointed by the employer to work a specified number of hours which are less than those prescribed for the same classification employed on a full-time basis under this Award.
- (iii) A part-time medical officer shall be entitled to all other benefits of this Award not expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) A part-time medical officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed for the same classification employed on a full-time basis under clause 2, Salaries of this Award with a minimum payment for two hours for each start.
- (v) A part-time medical officer shall not be entitled to an additional day off or part thereof as prescribed in subclause (ii) of clause 6, Hours of Work of this Award.
- (vi) Annual Leave

A part-time medical officer shall be granted on completion of each 12 months service four weeks annual leave on ordinary pay.

- (vii) Overtime
  - (a) Overtime shall be paid for at the rate of time and one half for the first two hours and double time for the remaining hours worked provided that all overtime performed on Sundays shall be paid for at the rate of double time.
  - (b) Overtime will be paid to part-time medical officers as follows:
    - (1) All time worked in excess of the ordinary hours as prescribed in clause 6 Hours of Work of this Award; or
    - (2) All time worked in excess of ten hours in any one shift.

**(viii) Public Holidays**

- (a) For the purposes of this clause, public holidays are as set out in subclause (iv) of clause 15, Public Holidays of this Award.
- (b) A public holiday occurring on a part-time medical officer's ordinary working day shall be allowed to employees without loss of pay.
- (c) Where a part-time medical officer is required to and does work on a public holiday, the medical officer shall have their ordinary rostered hours on that day added to the period of their annual leave for each public holiday so worked unless time off in respect of time worked on any such public holiday has already been granted to the medical officer.
- (d) Hours worked on public holidays shall be paid at the rate of time and one half.

**8. Penalty Rates**

Any ordinary hours worked between the following hours shall be paid at ordinary time plus the appropriate penalty rate.

- (i) Hours worked between 6.00 p.m. and midnight, Monday to Friday - 12.5 per cent.
- (ii) Midnight and 7.00 a.m., midnight Sunday to midnight Friday - 25 per cent.
- (iii) Midnight Friday and midnight Saturday - 50 per cent.
- (iv) Midnight Saturday and midnight Sunday - 75 per cent.

**9. Time Worked**

Time worked means the time during which an officer is required by the employer to be in attendance at a hospital for the purpose of carrying out such functions as the employer may call on him/her to perform, and it shall include times when the officer, in waiting to carry out some active function, is studying or resting or sleeping or engaged in any other activity.

Provided that time worked does not include breaks allowed and actually taken for meals.

Provided further that where an officer attends of his/her own volition outside of hours rostered on duty, or where an officer remains in attendance when formally released from the obligation to perform professional duties, the employer shall not be liable to make any payment for such attendance.

**10. Meal Breaks**

The principles to be applied by the employer in relation to meal breaks for Resident Medical Officers are outlined in Ministry of Health Circular No. 88/251.

**Day Shifts - Monday to Friday**

- (i) Subclauses (ii) to (v) apply to a shift of rostered hours commencing at or after 7.00am and finishing no later than 7.00pm.
- (ii) In the interests of patient care and the health and welfare of medical staff, officers must have a break from duty for the purpose of taking a meal.
- (iii) There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (iv) If officers are required to work during their meal break they shall be paid for the time worked.

- (v) Medical Administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal break and to ensure that payment is made.

#### **Shifts Other than Day Shifts - Monday to Friday**

- (vi) Subclause (vii) below applies to shifts other than those referred to in subclause (i) above.
- (vii) The arrangements outlined in Circular No. 83/250 of 19 August, 1983 in relation to meal breaks during shifts other than Day Shifts, Monday to Friday, will continue to apply.

### **11. Overtime**

- (i) All time worked by officers in excess of the ordinary hours specified in clause 6, Hours of Work, of this Award, shall be paid at the rate of time and one-half for the first two hours, and double time thereafter provided that all overtime performed on a Sunday, shall be at double time.
- (ii) An officer who works authorised overtime and was not notified on or prior to his/her previous shift of the requirement to work such overtime shall be paid in addition to payment for such overtime:
  - (a) as set out in Item 2 of Table 1, Allowances, for breakfast when commencing such overtime work at or before 6.00 a.m.;
  - (b) as set out in Item 2 of Table 1, Allowances, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 p.m.;
  - (c) as set out in Item 2 of Table 1, Allowances, for luncheon when such overtime extends beyond 2.00 p.m. on Saturdays, Sundays or holidays;

or shall be provided with adequate meals in lieu of such payments.

The rates prescribed in this subclause shall be varied in accordance with any variations in the rates payable under *Crown Employees (Public Service Conditions of Employment) Award*.

### **12. On Call and Call Back**

- (i) An "on call period" is a period during which an officer is required by the employer to be on call. The forms of on call are:
  - (a) "on call (clinical) duty" means the officer is required by the employer to hold themselves in readiness and to provide remote clinical support or attend a hospital to perform work as clinically appropriate, if called upon to do so; or
  - (b) "on call (relief) duty" means the officer is required by the employer to hold themselves in readiness to attend a hospital to perform work in the event of an emergent situation if called upon to do so, but not to provide remote clinical support.
- (ii) For the purposes of calculation of payment of on-call allowances and for call-back duty (where an officer on call is called upon to attend a hospital to perform work), an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period which coincides with a day rostered on duty an allowance as set out in Item 3 of Table 1, Allowances, and for each on-call period coinciding with a day not rostered on duty an allowance as set in the said Item 3, as applicable to the type of on-call for which the officer is rostered.
- (iv) Subject to subclauses (v) - (x) below, officers who are required to attend a hospital to perform any work, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.

- (v) Once an officer is in attendance at a hospital, they may be required to perform work other than that for which they were originally recalled. Officers shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (vi) The employer must have processes in place for the formal release of officers from recall duty.
- (vii) Officers who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (viii) Officers who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (ix) The allowances in Item 3 of Table 1, Allowances compensate an officer for all of their time on call other than time performing call-back duty in accordance with subclause (iv). To avoid any doubt:
  - (a) an officer who is on call is not entitled to be paid any additional amount for time spent answering a call or time spent travelling to a hospital to perform call-back duty;
  - (b) an officer on on-call (clinical) duty is not entitled to any additional payment for time spent providing remote clinical support; and
  - (c) time referred to in subclauses (a) and (b) does not count as time worked for the purposes of this award.
- (x) Where clinically appropriate, an officer on on-call (clinical) duty must provide technology support resolution or clinical support remotely.

### **13. Higher Duties Allowance**

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

### **14. Annual Leave**

- (i) All officers shall be allowed four calendar weeks' leave of absence on full pay in respect of each twelve months' service plus one day on full pay in respect of each public holiday occurring within the period of such leave.
- (ii) Officers who are required to work on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each complete period of eight hours so worked as follows:
  - (a) if 35 or more such periods on such days have been worked - one week;
  - (b) if less than 35 such periods on such days have been worked - leave proportionately calculated on the basis of 38 hours leave for 35 such periods worked;
  - (c) work performed by reason of call backs pursuant to clause 12, On Call and Call Back, of this Award shall be disregarded when assessing an officer's entitlement under the subclause.
  - (d) The calculations referred to in paragraphs (a) and (b) of this subclause shall be made to the nearest one-fifth of the ordinary hours worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
  - (e) An officer with accrued additional annual leave pursuant to this subclause can elect at any time to

be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

- (iii) Annual leave shall be given and shall be taken in one consecutive period, or, if the officer and the employer so agree, in either two or three separate periods, but not otherwise.
- (iv) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the employer and the officer, be postponed for a further period not exceeding six months.
- (v) If the officer and the employer so agree, the annual leave or any such separate periods, may be taken wholly or partly in advance before the officer has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which the annual leave or part thereof has been so taken.
- (vi) Except as provided by this clause, payment shall not be made by the employer to an officer in lieu of any annual leave or part thereof nor shall any such payment be accepted by the officer.
- (vii) The employer shall give the officer at least two months' notice of the date from which his or her annual leave is to be taken.
- (viii) The employer shall pay each officer before entering upon annual leave his or her ordinary rate of salary for the period of leave. For the purposes of this subclause "ordinary rate of salary" means the Award rate of salary and qualification allowance if applicable.
- (ix) Where the employment of an officer is terminated, the officer shall be entitled to receive proportionate payment for each completed month of service together with such additional annual leave entitlements due under subclause (ii). All payments are to be made at the rate of salary to which such officer is entitled under this Award.
- (x) Where the annual leave under this clause or any part thereof has been taken in advance by an officer pursuant to subclause (v), of this clause; and
  - (a) the employment of the officer is terminated before he/she has completed the year of employment in respect of which such annual leave or part was taken; and
  - (b) the sum paid by the employer to the officer as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the officer under subclause (ix) of this clause;
  - (c) the employer shall not be liable to make any payment to the officer under the said subclause (ix) and shall be entitled to deduct the amount of such excess from any remuneration payable to the officer upon the termination of the employment.

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Ministry of Health.

## 15. Public Holidays

- (i) Public Holidays shall be allowed to officers on full pay.
- (ii) Where an officer is required to, and does work on any of the public holidays set out in this clause, the officer shall be paid for the hours worked at the rate of time and one-half. In addition, the officer shall have one day added to annual leave for each public holiday so worked unless time off in respect of time worked on such public holiday has been granted.

- (iii) Where a public holiday falls on a rostered day off, the officer shall have one day added to annual leave.
- (iv) Provided that an employee who has accrued additional annual leave referred to in subclauses (ii) and (iii) of this clause can elect at any time to be paid an amount equivalent to the value of the accrued additional annual leave in lieu of taking additional leave, provided that the amount is a minimum of one weeks' accrued additional leave and that the salary for the period of additional leave paid out will be calculated as if the period of leave as actually taken.
- (v) For the purpose of this clause the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, or in lieu of any such day any holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday within the area in which the hospital is situated.

## 16. Sick Leave

- (i) An officer shall be allowed sick leave on full pay calculated by allowing 76 "ordinary" hours per year for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions:
  - (a) the employer may require the sickness to be certified to by the medical superintendent or by a legally qualified medical practitioner approved by the employer, or may require other satisfactory evidence thereof;
  - (b) an officer shall not be entitled to sick leave until the expiration of three months' continuous service;
  - (c) each officer shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence;
  - (d) an officer shall not be entitled to sick leave on full pay for any period in respect of which such officer is entitled to accident pay or workers' compensation; provided, however, that where an officer is not in receipt of accident pay an employer shall pay to an officer who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The officer's sick leave entitlements under this clause shall, for each week during which such difference is paid, be reduced by that proportion of hours which the difference paid bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable;
  - (e) an officer is not eligible for sick leave during periods when he/she would have normally been rostered on overtime shifts;
  - (f) an officer is not entitled to more than 8 hours' sick leave in respect of any one day.
- (ii) Continuous service for the purpose of this clause shall be calculated in the same manner as provided for in paragraph (a) of subclause (ii) of clause 19, Long Service Leave, of this Award.
- (iii) Full pay for the purpose of this clause shall include the uniform allowance where payable, under clause 21, Uniform and Laundry Allowance, of this Award.
- (iv) The employer shall not terminate the services of an officer except on the grounds of misconduct during the currency of any periods of paid sick leave.
- (v) Sick leave as defined, shall accrue and be transferable between hospitals, at the rate of 76 hours per year of continuous service, minus hours taken.



## 17. Maternity, Adoption and Parental Leave

### A. Maternity Leave

#### (i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full-time or permanent part-time employee must have completed at least 40 weeks' continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987* as varied from time to time.

#### (ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in government sector agencies for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a public service department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector as defined in the *Government Sector Employment Act 2013* will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

#### (iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

- (a) Full-time and permanent part-time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full-time and permanent part-time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of

maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

(xii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a

return to duty on a part-time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part-time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part-time rate.

## **B. Adoption Leave**

### **(i) Eligibility**

All full-time and permanent part-time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full-time or permanent part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Worker's Compensation Act.

### **(ii) Portability of Service for Paid Adoption Leave**

As per maternity leave conditions.

### **(iii) Entitlement**

#### **(a) Paid Adoption Leave**

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

#### **(b) Unpaid Adoption Leave**

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12

months, such period to be agreed upon by both the employee and the employer.

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

As per maternity leave conditions.

(viii) Right to return to Previous Position

As per maternity leave conditions.

**C. Parental Leave**

(i) Eligibility

To be eligible for parental leave a full-time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless -

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987* as varied from time to time.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental

leave).

- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

- two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
- (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

**D. Right to Request**

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the

employee:

- (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (c) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
  - (a) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work
  - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
  - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
  - (d) employees who return from leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

#### **E. Communication During Leave**

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

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an

adjusted hourly rate, along with casual employees, are in accordance with the provisions of Part 4, Parental Leave of the *Industrial Relations Act 1996* and/or Ministry Determination.

- (b) Where a casual employee is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

An employer must not fail to re-engage a casual employee because:

the employee or employee's spouse is pregnant; or

the employee is or has been immediately absent on parental leave.

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

- (c) Part-time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.

- (d) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

#### **17A. Lactation Breaks**

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (ii) A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.
- (iii) A part-time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each per day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or other leave in accordance with the Award.

#### **18. Family and Community Services Leave and Personal/Carers' Leave**

- (i) Family and Community Services (FACS) Leave and Personal/Carer's Leave are separate, and alone entitlements.



- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the *Health Industry Status of Employment (State) Award* are entitled to the provisions outlined in Part C of this clause.

**A. FACS Leave**

(i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
- (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave replaces compassionate leave.

- (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(iv) FACS Leave - entitlement

- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

- (v) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (i) (a) of Part A of this clause.

- (vi) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

## **B. Personal/Carer's Leave**

- (i) Use of sick leave to care for the person concerned - definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

(ii) Use of sick leave to care for the person concerned - entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care and support of the person concerned; and
- (2) the person concerned being as defined in subclause (i) of Part B of this clause.

- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration that the illness of the person concerned is such as to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.

(iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (b) long service leave; or
  - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
  - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
  - (c) If, having elected to take time as leave in accordance with (iv)(a) above and 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 from the date the overtime was worked, or earlier by agreement, or on termination.
  - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 11, Overtime.
- (v) Use of make-up time
  - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 6 of this Award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

**C. Entitlements for Casual Employees**

- (i) Bereavement entitlements for casual employees
  - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
  - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) - (h) of Part B of this clause 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 (i) of Part 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 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 part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### **18A. Family Violence Leave**

- (i) For the purpose of this clause, family violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* as varied from time to time. The violence may have been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence can utilise Award leave entitlements provided for in Sick Leave and Family and Community Services Leave provisions of the Award.
- (iii) Where leave entitlements to Sick Leave and Family and Community Services Leave are exhausted, the employer will grant up to five days per year of paid special leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement does not accumulate from year to year.
- (iv) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (v) To access paid and unpaid leave, the employee must provide the employer with evidence, to the employer's satisfaction, substantiating the purpose of the leave and that the leave is related to alleviating the effects of family violence. The employer may accept a variety of agreed documentation in support of an application for leave. Supporting documentation may be presented in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- (vi) Matters related to family violence can be sensitive. Information collected by the employer will be kept confidential. No information relating to the details of the family violence will be kept on an employee's personnel file without their express permission. However, records about the use of family violence leave will need to be kept.
- (vii) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements. This may include changes to working times and locations, telephone numbers and email addresses.
- (viii) The employer will co-operate with all legal orders protecting an employee experiencing domestic violence.

#### **19. Long Service Leave**

- (i)
  - (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years' service and less than 10 years' service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service

leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least 10 years' service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years' service.

(ii) For the purposes of subclause (i) of this clause:

- (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service shall be determined in accordance with the provisions of section 7 of the NSW Health Policy Directive PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.
- (b) Broken periods of service with the employer in one or more hospitals shall count as service subject to the following:
  - (1) where an officer, after ceasing employment with the employer is re-employed by the employer a subsequent to the 1st July 1974, any service of that officer before he/she was so re-employed shall not be counted for the purpose of determining any long service leave due to that officer in respect of his/her service after he/she was so re-employed unless he/she has completed at least five years' continuous service from the date of his/her being so re-employed;
  - (2) an officer employed at the 1st July 1974, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to the 1st July 1974.
- (c) Service shall not include -
  - (1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 July, 1974;
  - (2) any period of part-time service (excluding part-time service under clause 7 of this Award), except as provided in subclause (d) of this clause.
- (d) An employee shall be entitled to have previous part-time service under Agreement No.1 of 1975 which is the equivalent of at least two full day's duty per week taken into account for long service leave purposes in conjunction with full-time service or part-time service under clause 7 of this Award, on the basis of the proportion that the actual number of hours worked each week bears to 40 hours up until 30 June 1987 and bears to 38 on and from 1 July 1987, provided the part-time service merges without break with the subsequent full-time or part-time service.

(iii) An employee with an entitlement to long service leave may elect to access such entitlement:

on full pay;

on half pay; or

on double pay.

(iv) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- a period of leave on full pay - the number of days so taken;
  - a period of leave on half pay - half the number of days so taken; or
  - a period of leave on double pay - twice the number of days so taken.
- (v) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
  - (vi) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
  - (vii)
    - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination unless the employee transfers his/her leave entitlement in accordance with section 7 of the NSW Health Policy Directive PD2019\_010 Leave Matters for the NSW Health Service, as amended from time to time.
    - (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee, or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower, or children, such person who, in the opinion of the employer, was at the time of the death of such employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee, had his/her services terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this paragraph the payment, to which such children are entitled, may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
  - (viii) Rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the 1st July 1974, may have accrued or may be accruing to an officer and shall apply only to persons in the employ of the employer on or after the 1st July 1974. Where an officer has been granted long service leave or has been paid its monetary value prior to the 1st July 1974, the employer shall be entitled to debit such leave against any leave to which the officer may be entitled pursuant to this clause.

## 20. Board and Accommodation

- (i) Where an officer lives at a hospital, deductions from his/her salary for accommodation and/or board may be made by the employer at the rates prescribed from time to time by the *Public Health System Nurses' and Midwives' (State) Award*.
- (ii) Where individual meals only are provided, the officer may be charged the charges applicable under the *Public Health System Nurses' and Midwives' (State) Award*.
- (iii) No deduction shall be made from the salary of an officer for board and accommodation when the officer is absent on annual, sick or long service leave, provided that the employer shall be entitled to make the deduction for accommodation where the officer:

- (a) having been requested to leave his/her room completely vacant fails to do so; or
- (b) is absent on sick leave and such absence does not exceed six consecutive days.

### **21. Uniform and Laundry Allowance**

- (i) Sufficient suitable and serviceable uniforms shall be provided for each officer required to wear a uniform and such uniforms shall be laundered at the expense of the employer.
- (ii) Where the employer requires a uniform to be worn but does not provide such uniform, the following allowances shall be paid:
  - (a) where a full uniform, including special shoes, is required, an amount per week as set in Item 4 of Table 1, Allowances;
  - (b) in other cases, an amount as also set in Item 4 of Table 1.

### **22. Termination of Employment**

Employment may be terminated only by four weeks' notice given in writing either by the employer or the officer at any time during the week or by payment or forfeiture of four weeks' salary as the case may be, provided that the officer and the employer may agree to a lesser period of notice. Nothing in this clause shall prevent the summary dismissal of an officer for misconduct or neglect of duty.

### **23. Settlement of Disputes**

- (i) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Health Service or establishment or his/her nominee, who will arrange for the matter to be discussed with the employees concerned and a local representative or representatives of the Union.
- (ii) Failing settlement of the issue at this level, the matter shall be referred to the Secretary, and the Head Office of the Union. The dispute will then be dealt with pursuant to subclause (v) of this clause.
- (iii) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (iv) The Union reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) With a view to an amicable and speedy settlement, all disputes that firstly cannot be settled in accordance with subclauses (i) and (ii) of this clause may be submitted to a committee consisting of not more than six members, with equal representatives of the Secretary and the Union. Such committee shall have the power to investigate all matters in dispute and to report to the Chief Executive Officer of the Health Service and the Union respectively with such recommendations as it may think right and, in the event of no mutual decision being arrived at by such committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- (v) This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

### **24. Anti-Discrimination**

- (i) It is 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 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".

## 25. Study Leave

- (i) Subject to the terms of this clause the employer may grant to officers other than interns, study leave without loss of pay as follows:

Face-to-face courses: Half hour study time for every hour of compulsory lecture and/or tutorial attendance, up to a maximum of four hours study time per week. Where no face-to-face course is provided: A maximum of four hours study time per week for a maximum of 27 weeks per year.
- (ii) Study leave shall only be granted in respect of a course:
  - (a) leading to higher medical qualifications as defined in clause 1, Definitions, of this Award; and
  - (b) in respect of a qualification which when obtained would be relevant to the needs of the hospital.
- (iii) The officer shall submit to the employer a timetable of the proposed course of study and evidence of the officer's enrolment in the course.
- (iv) The grant of study leave is subject to the convenience of the employer and should not interfere with the maintenance of essential services or with patient care.
- (v) Periods of study leave granted shall not be taken into account for the purposes of calculating overtime payments;
- (vi) Study leave granted subject to the terms of this clause, may be accrued to a maximum of seven working days for the purpose of enabling the officer to study prior to a written, oral or clinical examination. An option to accumulate study leave in terms of this subclause shall be exercised at the commencement of

each academic year and the officer shall notify the employer accordingly;

- (vii) Officers who have given continuous service of more than one year shall be allowed to accrue study leave not taken up to a maximum of fourteen calendar days.

## 26. Travelling Allowances

- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for a mileage allowance equivalent to the "Transport Allowance" as determined under the *Health Services Act 1997* from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
- (ii) An officer who, with the approval of the employer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the above-mentioned mileage allowance from time to time effective. However, where it is estimated that an officer will, with the approval of the employer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 850 kilometres of official running, he/she shall be paid at the "Official Business Rate" prescribed by clause 36 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* at the rate in force from time to time throughout the year.
- (iii) For the purpose of subclause (ii) travel on official business:
  - (a) occurs when an officer is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an officer travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than his/her normal place of employment he/she shall be paid for the difference between the distance to his/her normal place of employment or seconding hospital and that other annexe, clinic or hospital;
  - (b) does not include "call backs";
  - (c) shall include other arrangements as agreed to between the employer and the Union from time to time.
- (iv) Nothing in this clause shall make the employer liable for the cost of the officer's daily travel to his/her usual and normal place of employment.

## 27. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
  - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
  - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of travelling time.

- (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work shall be reimbursed.
  - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be prescribed from time to time by the Industrial Relations Secretary.
- (iii)
  - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the Union prior to notice of changed accustomed place of work being given.
  - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
  - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
  - (d) If there is disagreement about such a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Secretary who will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).
- (iv)
  - (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
  - (b) If a reliever incurs fares in excess of \$5 per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Industrial Relations Secretary less \$5.

This \$5 shall be reviewed annually by the employer.
- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

## 28. Secondment

- (i) Allowance - An officer, other than an intern, seconded to work in a hospital listed at Part C of this Award shall have his/her salary increased by one incremental step, by way of allowance, for the period the officer works in such hospital.

For the duration of the officer's secondment, other than periods of leave, the allowance shall be treated as salary for the purpose of calculating overtime and shift penalties.

- (ii) Travel - An officer referred to in subclause (i) of this clause shall be allowed a paid journey to Sydney and return by economy class airfare or equivalent thereof for each period of 7 weeks in the employment of a hospital listed at Part C of this Award.

At the discretion of the employer the paid journey may be taken in advance. Such travel may be used for the purpose of furthering the officer's medical education.

### **29. Relocation Expenses**

Where an officer is employed by the employer within the metropolitan area and applies for and obtains a permanent position at a country location (being either a position covered by this Award or a Career Medical Officer position), the costs incurred by the officer in respect to removal of furniture and effects and conveyancing in the purchase of a residence are to be refunded by the employer on the following basis:-

At the time the appointment is taken up: 50% of costs incurred.

After one year's service at the country location: a further 25% of the costs incurred.

After two years' service at the country location: the remaining 25% of the costs incurred.

These arrangements become effective in relation to country appointments made after 1 January 1989.

### **30. Labour Flexibility**

- (i) The employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with the employee's classification, grouping and/or career stream provided that such duties are not designed to promote de-skilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclauses (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

### **31. Salary Packaging**

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive PD2018\_044 *Salary Packaging*, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

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

- (ii) Where an employee elects to package an amount of salary:
  - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly

workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Award in the absence of any salary packaging or salary sacrificing made under this Award.

- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of Award entitlements, shall mean the Award salary as specified in clause 2. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018\_044 *Salary Packaging*, as varied from time to time.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018\_044 *Salary Packaging* as amended from time to time.

### **32. Reasonable Hours**

- (i) Subject to subclause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Award.
- (ii) The employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
  - (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities;

- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

### 33. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 2, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause, 31 Salary Packaging, of this Award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
  - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
  - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
  - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant Award or any applicable Award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause of the relevant Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
  - (a) the *Police Regulation (Superannuation) Act 1906*;

- (b) the *Superannuation Act* 1916;
- (c) the *State Authorities Superannuation Act* 1987;
- (d) the *State Authorities Non-contributory Superannuation Act* 1987; or
- (e) the *First State Superannuation Act* 1992.

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

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

### **34. No Extra Claims**

Other than as provided for in the *Industrial Relations Act* 1996 and the *Industrial Relations (Public Sector Conditions of Employment) Regulation* 2014 (or its successor however described), there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

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

- (i) This Award takes effect from 1 July 2023 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the *Public Hospital Medical Officers (State) Award 2022* and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes.
- (iv) In the period 1 July 2023 to the commencement of the first full pay period on or after 1 July 2023, the applicable rates of pay are those that applied immediately prior to the first full pay period on or after 1 July 2023.

**PART B****Table 1 - Allowances and Other Rates**

| Item No. | Clause   | Allowance Description                                                                                       | Frequency                            | Rate from first pay period on or after 1-Jul-2023 |
|----------|----------|-------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------|
|          |          | <b>In Charge</b>                                                                                            |                                      |                                                   |
| 1        | 5        | In charge Allowance                                                                                         | Per 12 hours of duty or part thereof | 22.80                                             |
|          |          | <b>Meal Allowance for Overtime</b>                                                                          |                                      |                                                   |
| 2        | 11(ii)   | (a) Breakfast at or before 6.00 a.m.                                                                        | Each                                 | 35.65*                                            |
| 2        | 11(ii)   | (b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00 pm. | Each                                 | 35.65*                                            |
| 2        | 11(ii)   | (c) Lunch beyond 2.00pm Saturdays, Sundays or Holidays                                                      | Each                                 | 35.65*                                            |
|          |          | <b>On-call</b>                                                                                              |                                      |                                                   |
| 3        | 12(iii)  | On-call (clinical) allowance per on-call period which coincides with a day rostered on duty                 | Per Day                              | \$106.20                                          |
| 3        | 12(iii)  | On-call (clinical) allowance per on-call period which coincides with a day rostered off duty                | Per Day                              | \$213.20                                          |
| 3        | 12 (iii) | On call (relief) allowance per on-call period which coincides with a day rostered on duty                   | Per Day                              | \$35.00                                           |
| 3        | 12(iii)  | On call (relief) allowance per on-call period which coincides with a day rostered off duty                  | Per Day                              | \$50.00                                           |
|          |          | <b>Uniform</b>                                                                                              |                                      |                                                   |
| 4        | 21(iii)  | Full uniform including special shoes if required                                                            | Per Week                             | 2.89                                              |
| 4        | 21(iii)  | Other Cases                                                                                                 | Per Week                             | 2.13                                              |

\* NB: These rates are varied in accordance with any variations in the rates payable under *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

**PART C**

Albury Base Hospital

Armidale Hospital

Bathurst Base Hospital

Byron Central Hospital

South East Regional Hospital

Broken Hill Base Hospital

Coffs Harbour Health Campus

Dubbo Base Hospital

Goulburn Base Hospital

Grafton Base Hospital

Griffith Base Hospital

Lismore Base Hospital



Orange Health Service

Port Macquarie Base Hospital

Shoalhaven District Memorial Hospital

Tamworth Rural Referral hospital

Manning Base Hospital (Taree)

Tweed Hospital

Wagga Wagga Health Service

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Printed by the authority of the Industrial Registrar.

**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

**STATE WAGE CASE 2024**

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor  
The Honourable Justice Chin  
The Honourable Justice Paingakulam  
Senior Commissioner Constant  
Commissioner McDonald

9 October 2024

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published on 5 August 2022 (392 I.G. 598), and insert in lieu thereof the following:

**PART B**

**MONETARY RATES**

**Table 1 - Adult Wages**

The following Minimum rates of wages will take affect from the first pay period to commence on or after 1 July 2024.

| Grade | SWC 2023<br>% | Weekly Rate<br>Including 2023<br>Increase<br>\$ | SWC 2024<br>% | Weekly Rate<br>Including 2024<br>Increase<br>\$ |
|-------|---------------|-------------------------------------------------|---------------|-------------------------------------------------|
| 1     | 5.75          | 882.80                                          | 3.75          | 915.90                                          |
| 2     | 5.75          | 899.80                                          | 3.75          | 933.50                                          |
| 3     | 5.75          | 951.40                                          | 3.75          | 987.10                                          |
| 4     | 5.75          | 1,015.50                                        | 3.75          | 1,053.60                                        |
| 5     | 5.75          | 1,109.20                                        | 3.75          | 1,150.80                                        |

**Table 2 - Junior Wages**

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

Equivalent to grade 3 or above

| Age                | SWC 2023<br>% | Weekly Rate<br>Including 2023<br>Increase<br>\$ | SWC 2024<br>% | Weekly Rate<br>Including 2024<br>Increase<br>\$ |
|--------------------|---------------|-------------------------------------------------|---------------|-------------------------------------------------|
| At 17 years of age | 5.75          | 457.90                                          | 3.75          | 475.10                                          |
| At 18 years of age | 5.75          | 566.00                                          | 3.75          | 587.20                                          |
| At 19 years of age | 5.75          | 646.80                                          | 3.75          | 671.10                                          |
| At 20 years of age | 5.75          | 763.70                                          | 3.75          | 792.30                                          |

(b) All other junior employees

| Age                   | SWC 2023<br>% | Weekly Rate<br>Including 2023<br>Increase<br>\$ | SWC 2024<br>% | Weekly Rate<br>Including 2024<br>Increase<br>\$ |
|-----------------------|---------------|-------------------------------------------------|---------------|-------------------------------------------------|
| Under 17 years of age | 5.75          | 343.60                                          | 3.75          | 356.50                                          |
| At 17 years of age    | 5.75          | 430.40                                          | 3.75          | 446.50                                          |
| At 18 years of age    | 5.75          | 527.50                                          | 3.75          | 547.30                                          |
| At 19 years of age    | 5.75          | 598.10                                          | 3.75          | 620.50                                          |
| At 20 years of age    | 5.75          | 704.80                                          | 3.75          | 731.20                                          |

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

| Classification         | SWC 2023<br>% | Weekly Rate<br>Full-time<br>\$ | SWC 2024<br>% | Weekly Rate<br>Full-time<br>\$ | Weekly Rate<br>Part- time<br>(Weekly rate<br>divided by 38)<br>\$ | Hourly Rate<br>Casual<br>(Weekly rate<br>divided by 38<br>plus 20%<br>loading<br>Includes 1/12<br>holiday pay)<br>\$ |
|------------------------|---------------|--------------------------------|---------------|--------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Telephone<br>Canvasser | 5.75          | 882.8                          | 3.75          | 915.90                         | 24.11                                                             | 28.93                                                                                                                |

**Table 4 - Other Rates and Allowances**

| Item<br>No. | Clause | Brief Description                                            | 2023 Amount<br>\$ | 2024 Amount<br>\$ |
|-------------|--------|--------------------------------------------------------------|-------------------|-------------------|
| 1           | 9.9.1  | Saturday Loadings:<br>Adult                                  | 24.94             | 25.90             |
|             |        | Employees under 21 years of age                              | 16.80             | 17.45             |
| 2           | 10.4.2 | Meal Money (shift Work)                                      | 18.00             | 18.70             |
| 3           | 10.4.2 | Meal Allowance (Overtime)                                    | 18.00             | 18.70             |
| 4           | 13.5   | Own Car Allowance: per week<br>For vehicle 1,500cc and under | 132.10            | 137.05            |
|             |        | For a vehicle over 1,500cc                                   | 163.10            | 169.20            |
| 5           | 13.5   | Own Car allowance<br>For use on a casual or incidental basis | 0.90 per km       | 0.95 per km       |
| 6           | 13.7   | First-Aid Allowance                                          | 14.70             | 15.25             |

2. This variation shall take effect from the first full pay period commencing on or after 1 July 2024.

I. TAYLOR J., *President*  
D. CHIN J., *Vice President*  
J. PAINGAKULAM J., *Deputy President*  
N. CONSTANT, *Senior Commissioner*  
MCDONALD, *Commissioner*

**HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the NSW Industrial Registrar.

STATE WAGE CASE 2024

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor  
The Honourable Justice Chin  
The Honourable Justice Paingakulam  
Senior Commissioner Constant  
Commissioner McDonald

9 October 2024

**VARIATION**

1. Delete the table in 28(vi)(g)(ii)(b) of Clause 28, Traineeships, of the award published 5 August 2022 (392 I.G. 645) and insert in lieu thereof:

| Industry/Skill Level   | First Year of Traineeship<br>SWC 2022<br>2.53%<br>\$ | Second Year of Traineeship<br>SWC 2022<br>2.53%<br>\$ | First Year of Traineeship<br>SWC 2023<br>5.75%<br>\$ | Second Year of Traineeship<br>SWC 2023<br>5.75%<br>\$ | First Year of Traineeship<br>SWC 2024<br>3.75%<br>\$ | Second Year of Traineeship<br>SWC 2024<br>3.75%<br>\$ |
|------------------------|------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------|
| Industry/Skill Level A | 660.90                                               | 704.40                                                | 698.90                                               | 744.90                                                | 725.10                                               | 772.80                                                |
| Industry/Skill Level B | 637.80                                               | 677.40                                                | 674.50                                               | 716.40                                                | 699.80                                               | 743.30                                                |
| Industry/Skill Level C | 577.60                                               | 613.30                                                | 610.80                                               | 648.60                                                | 633.70                                               | 672.90                                                |

2. Delete Clause 31, State Wage Case Adjustment and insert in lieu thereof:

The rates of pay in this award include the adjustments payable under the State Wage Case 2024. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases other than State Wage Case adjustments.
- (c) This award will take effect on and from 1 July 2024 and will remain in force for a period of 12 months.

3. Delete Part B, Monetary Rates and Part C, Trainee Monetary Rates and insert in lieu thereof:

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

| Grade    | Relativities | Full Time<br>SWC 2022<br>2.53%<br>\$ | Hourly<br>Rate<br>SWC 2022<br>2.53%<br>\$ | Full Time<br>SWC 2023<br>5.75%<br>\$ | Hourly<br>Rate<br>SWC 2023<br>5.75%<br>\$ | Full Time<br>SWC 2024<br>3.75%<br>\$ | Hourly<br>Rate<br>SWC 2024<br>3.75%<br>\$ |
|----------|--------------|--------------------------------------|-------------------------------------------|--------------------------------------|-------------------------------------------|--------------------------------------|-------------------------------------------|
| Level 1  | 78%          | \$792.10                             | \$20.80                                   | \$882.80                             | \$23.23                                   | \$915.90                             | \$24.10                                   |
| Level 2  | 82%          | \$832.70                             | \$21.90                                   | \$882.80                             | \$23.23                                   | \$915.90                             | \$24.10                                   |
| Level 3A | 87%          | \$887.60                             | \$23.40                                   | \$938.60                             | \$24.70                                   | \$973.80                             | \$25.63                                   |
| Level 3B | 92%          | \$929.20                             | \$24.50                                   | \$982.60                             | \$25.90                                   | \$1,019.40                           | \$26.87                                   |
| Level 4  | 92%          | \$934.40                             | \$24.60                                   | \$988.10                             | \$26.00                                   | \$1,025.20                           | \$26.98                                   |
| Level 5  | 100%         | \$1,015.60                           | \$26.70                                   | \$1,074.00                           | \$28.20                                   | \$1,114.30                           | \$29.26                                   |
| Level 6  | 115%         | \$1,167.90                           | \$30.70                                   | \$1,235.10                           | \$32.50                                   | \$1,281.40                           | \$33.72                                   |

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

**Table 2 - Other Rates and Allowances**

| Item No. | Clause No. | Brief Description                                                | Amount<br>Per Week<br>SWC 2022<br>2.53%<br>\$ | Amount<br>Per Week<br>SWC 2023<br>5.75%<br>\$ | Amount<br>Per Week<br>SWC 2024<br>3.75%<br>\$ |
|----------|------------|------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| 1        | 2(c)       | Supervisory loadings -<br>Up to 5 employees                      | 31.80 per week                                | 33.60 per week                                | 34.90 per week                                |
| 2        | 2(c)       | Supervisory loadings -<br>6 to 10 employees                      | 43.40 per week                                | 45.90 per week                                | 47.60 per week                                |
| 3        | 2(c)       | Supervisory loadings -<br>11 or more employees                   | 58.30 per week                                | 61.70 per week                                | 64.00 per week                                |
| 4        | 21(a)      | First-aid allowance                                              | 14.90 per week<br>3.00 per shift              | 15.80 per week<br>3.2 per shift               | 16.40 per week<br>3.30 per shift              |
| 5        | 23(a)      | Stocking allowance                                               | 4.20 per week<br>0.90 per shift               | 4.40 per week<br>1.00 per shift               | 4.60 per week<br>1.05 per shift               |
|          | 23(b)      | Toilet cleaning<br>allowance                                     | 12.30                                         | 13.00                                         | 13.50                                         |
|          | 23(c)      | Laundry Allowance                                                | 10.40 per week<br>2.20 per day                | 11.00 per week<br>2.30 per day                | 11.40 per week<br>2.40 per day                |
|          | 23(d)      | Broken Shift<br>Allowance:<br>for each broken shift so<br>worked | 16.00 per day                                 | 16.90 per day                                 | 17.55 per day                                 |
|          |            | Excess fares allowance                                           | 10.60                                         | 11.20                                         | 11.60                                         |

|  |  |  |                          |                          |                          |
|--|--|--|--------------------------|--------------------------|--------------------------|
|  |  |  | per week<br>2.20 per day | per week<br>2.30 per day | per week<br>2.40 per day |
|--|--|--|--------------------------|--------------------------|--------------------------|

**Table 3 - Base Rate**

|          | Relativity<br>% | Amount Per Week<br>(includes 5.75% for 2023)<br>\$ | Amount Per Week<br>(includes 3.75% for 2024)<br>\$ |
|----------|-----------------|----------------------------------------------------|----------------------------------------------------|
| Level 1  | 78              | 392.00                                             | 406.70                                             |
| Level 2  | 82              | 412.30                                             | 427.80                                             |
| Level 3A | 87.4            | 439.70                                             | 456.20                                             |
| Level 3B | 91.5            | 460.10                                             | 477.40                                             |
| Level 4  | 92              | 462.70                                             | 480.10                                             |
| Level 5  | 100             | 502.80                                             | 521.70                                             |
| Level 6  | 115             | 578.20                                             | 599.90                                             |

**Table 4 - Supplementary Payments**

|          | Relativity<br>% | Supplementary<br>Payments<br>(includes 5.75% for<br>2023) | Supplementary<br>Payments<br>(includes 3.75% for<br>2024) |
|----------|-----------------|-----------------------------------------------------------|-----------------------------------------------------------|
| Level 1  | 78              | 124.00                                                    | 128.70                                                    |
| Level 2  | 82              | 127.00                                                    | 131.80                                                    |
| Level 3A | 87.4            | 130.90                                                    | 135.80                                                    |
| Level 3B | 91.5            | 132.90                                                    | 137.90                                                    |
| Level 4  | 92              | 134.10                                                    | 139.10                                                    |
| Level 5  | 100             | 140.30                                                    | 145.60                                                    |
| Level 6  | 115             | 154.60                                                    | 160.40                                                    |

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

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

|                           | <b>Year 10<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 10<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 10<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> |
|---------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| School Leaver             | 343.8                                            | 378.5                                            | 454.7                                            | 363.6                                            | 400.3                                            | 480.8                                            | 377.20                                           | 415.30                                           | 498.80                                           |
| Plus 1 year out of school | 378.5                                            | 454.7                                            | 530.1                                            | 400.3                                            | 480.8                                            | 560.6                                            | 415.30                                           | 498.80                                           | 581.60                                           |
| Plus 2 years              | 454.3                                            | 530.1                                            | 614.7                                            | 480.4                                            | 560.6                                            | 650                                              | 498.40                                           | 581.60                                           | 674.40                                           |
| Plus 3 years              | 530.1                                            | 614.7                                            | 703.2                                            | 560.6                                            | 650                                              | 743.6                                            | 581.60                                           | 674.40                                           | 771.50                                           |
| Plus 4 years              | 614.7                                            | 703.2                                            | 703.2                                            | 650                                              | 743.6                                            | 743.6                                            | 674.40                                           | 771.50                                           | 771.50                                           |

|                      |       |       |       |       |       |       |        |        |        |
|----------------------|-------|-------|-------|-------|-------|-------|--------|--------|--------|
| Plus 5 years or more | 703.2 | 703.2 | 703.2 | 743.6 | 743.6 | 743.6 | 771.50 | 771.50 | 771.50 |
|----------------------|-------|-------|-------|-------|-------|-------|--------|--------|--------|

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

**Table 2 - Weekly Rates - Industry/Skill Level B**

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

|                           | <b>Year 10<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 10<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 10<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> |
|---------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| School Leaver             | 343.8                                            | 378.8                                            | 440.3                                            | 363.6                                            | 400.6                                            | 465.6                                            | 377.20                                           | 415.60                                           | 483.10                                           |
| Plus 1 year out of school | 378.8                                            | 440.3                                            | 506.5                                            | 400.6                                            | 465.6                                            | 535.6                                            | 415.60                                           | 483.10                                           | 555.70                                           |
| Plus 2 years              | 440.3                                            | 506.5                                            | 595.1                                            | 465.6                                            | 535.6                                            | 629.3                                            | 483.10                                           | 555.70                                           | 652.90                                           |
| Plus 3 years              | 506.7                                            | 595.1                                            | 678.2                                            | 535.8                                            | 629.3                                            | 717.2                                            | 555.90                                           | 652.90                                           | 744.10                                           |
| Plus 4 years              | 595.1                                            | 678.2                                            | 678.2                                            | 629.3                                            | 717.2                                            | 717.2                                            | 652.90                                           | 744.10                                           | 744.10                                           |
| Plus 5 years or more      | 678.2                                            | 678.2                                            | 678.2                                            | 717.2                                            | 717.2                                            | 717.2                                            | 744.10                                           | 744.10                                           | 744.10                                           |

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

**Table 3 - Weekly Rates - Industry/Skill Level C**

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

|                           | <b>Year 10<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2022<br/>2.53%<br/>\$</b> | <b>Year 10<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2023<br/>5.75%<br/>\$</b> | <b>Year 10<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> | <b>Year 11<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> | <b>Year 12<br/>SWC<br/>2024<br/>3.75%<br/>\$</b> |
|---------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| School Leaver             | 345.10                                           | 378.80                                           | 436.30                                           | 364.90                                           | 400.60                                           | 461.40                                           | 378.60                                           | 415.60                                           | 478.70                                           |
| Plus 1 year out of school | 378.80                                           | 436.30                                           | 490.80                                           | 400.60                                           | 461.40                                           | 519.00                                           | 415.60                                           | 478.70                                           | 538.50                                           |
| Plus 2 years              | 436.30                                           | 490.80                                           | 546.80                                           | 461.40                                           | 519.00                                           | 578.20                                           | 478.70                                           | 538.50                                           | 599.90                                           |
| Plus 3 years              | 490.80                                           | 546.80                                           | 611.80                                           | 519.00                                           | 578.20                                           | 647.00                                           | 538.50                                           | 599.90                                           | 671.30                                           |
| Plus 4 years              | 548.00                                           | 611.80                                           | 611.80                                           | 579.50                                           | 647.00                                           | 647.00                                           | 601.20                                           | 671.30                                           | 671.30                                           |

|                            |        |        |        |        |        |        |        |        |        |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Plus 5<br>years or<br>more | 611.80 | 611.80 | 611.80 | 647.00 | 647.00 | 647.00 | 671.30 | 671.30 | 671.30 |
|----------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|

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

**Table 4 - School-Based Traineeships**

|                                                      | Year 11<br>SWC 2022<br>2.53%<br>\$ | Year 12<br>SWC 2022<br>2.53%<br>\$ | Year 11<br>SWC 2023<br>5.75%<br>\$ | Year 12<br>SWC 2023<br>5.75%<br>\$ | Year 11<br>SWC 2024<br>3.75%<br>\$ | Year 12<br>SWC 2024<br>3.75%<br>\$ |
|------------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| School based Traineeships<br>Skill Levels A, B and C | 346.70                             | 380.60                             | 366.60                             | 402.50                             | 380.30                             | 417.60                             |

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

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 1 July 2024.

I. TAYLOR J., *President*  
D. CHIN J., *Vice President*  
J. PAINGAKULAM J., *Deputy President*  
N. CONSTANT, *Senior Commissioner*  
J. MCDONALD, *Commissioner*

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## MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the NSW Industrial Registrar.

STATE WAGE CASE 2024

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor  
The Honourable Justice Chin  
The Honourable Justice Paingakulam  
Senior Commissioner Constant  
Commissioner McDonald

9 October 2024

### VARIATION

1. Delete Part B, Monetary Rates, of the award published 17 June 2022 (392 I.G. 235) and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

TABLE 1A

#### WAGES - SUPPORT WORKER CLASSIFICATIONS

| Classification                  | Rate at 16/12/2023<br>\$<br>5.75% | Rate at 1/7/2024<br>\$<br>3.75% |
|---------------------------------|-----------------------------------|---------------------------------|
| Support Worker                  | 882.80                            | 915.90                          |
| Support Worker (Qualified Cook) | 894.90                            | 928.50                          |

TABLE 1B

#### NEW WAGES - CHILD CARE CLASSIFICATIONS IN LONG DAY CARE

| Level | Step | Rate at 16/12/2023<br>\$<br>5.75% | Rate at 1/7/2024<br>\$<br>3.75% |
|-------|------|-----------------------------------|---------------------------------|
| CCW   | 1    | 999.50                            | 1,037.00                        |
|       | 2    | 1007.80                           | 1,045.60                        |
|       | 3    | 1015.70                           | 1,053.80                        |
|       | 4    | 1023.90                           | 1,062.30                        |
|       | 5    | 1033.60                           | 1,072.40                        |
| ACCW  | 1    | 1043.30                           | 1,082.40                        |
|       | 2    | 1063.70                           | 1,103.60                        |
|       | 3    | 1098.70                           | 1,139.90                        |
| ACCWQ | 1    | 1117                              | 1,158.90                        |
|       | 2    | 1231                              | 1,277.20                        |
|       | 3    | 1290.80                           | 1,339.20                        |
|       | 4    | 1355                              | 1,405.80                        |

|                  |    |         |          |
|------------------|----|---------|----------|
| Asst Co-ord      |    | 1138.70 | 1,181.40 |
| Asst Co-ord Qual |    | 1279.20 | 1,327.20 |
| Co-Ord OOSH      | L1 | 1220.10 | 1,265.90 |
| Co-Ord LDC       | L2 | 1239.40 | 1,285.90 |
|                  | L3 | 1291.20 | 1,339.60 |
|                  | L4 | 1342.70 | 1,393.10 |
| Co-Ord Qual OOSH |    | 1490.80 | 1,546.70 |
| Co-Ord Qual LDC  | L2 | 1520.50 | 1,577.50 |
|                  | L3 | 1561.60 | 1,620.20 |
|                  | L4 | 1613.20 | 1,673.70 |

TABLE 1C

## NEW WAGES - CHILD CARE CLASSIFICATIONS IN PRE-SCHOOLS

| Level               | Step | Rate at 16/12/2023<br>\$<br>5.75% | Rate at 1/7/2024<br>\$<br>3.75% |
|---------------------|------|-----------------------------------|---------------------------------|
| CCW                 | 1    | 963.50                            | 999.60                          |
|                     | 2    | 971.40                            | 1,007.80                        |
|                     | 3    | 979                               | 1,015.70                        |
|                     | 4    | 986.80                            | 1,023.80                        |
|                     | 5    | 996.30                            | 1,033.70                        |
| ACCW                | 1    | 1005.60                           | 1,043.30                        |
|                     | 2    | 1026.20                           | 1,064.70                        |
|                     | 3    | 1057.70                           | 1,097.40                        |
| ACCWQ               | 1    | 1077.70                           | 1,118.10                        |
|                     | 2    | 1185.90                           | 1,230.40                        |
|                     | 3    | 1243.20                           | 1,289.80                        |
|                     | 4    | 1305.30                           | 1,354.20                        |
| Asst Co-ord         |      | 1097.40                           | 1,138.60                        |
| Asst Co-ord Qual    |      | 1334                              | 1,384.00                        |
| Co-ord OOSH         | L1   | 1180.50                           | 1,224.80                        |
| Co-Ord Pre-School   | L2   | 1210.60                           | 1,256.00                        |
|                     | L3   | 1251.80                           | 1,298.70                        |
|                     | L4   | 1303.40                           | 1,352.30                        |
| Co-Ord Qual OOSH    |      | 1441.10                           | 1,495.10                        |
| Co-Ord Qual Pre-Sch | L2   | 1470.90                           | 1,526.10                        |
|                     | L3   | 1512                              | 1,568.70                        |
|                     | L4   | 1563.50                           | 1,622.10                        |

TABLE 2

## Additional Rates and Allowances

| Item No. | Clause No. | Brief Description | Amount<br>16/12/2023<br>\$ | Amount<br>1/07/2024<br>\$ |
|----------|------------|-------------------|----------------------------|---------------------------|
|----------|------------|-------------------|----------------------------|---------------------------|

|   |           |                                        |               |                |
|---|-----------|----------------------------------------|---------------|----------------|
| 1 | 10(ii)(a) | Broken Shift                           | 88.3 Per week | 91.60 Per week |
|   |           |                                        | 17.7 Per day  | 18.40 per day  |
| 2 | 10(ii)(b) | Excess Fares                           | 12.1          | 12.60          |
| 3 | 10(iii)   | Uniform:                               |               |                |
|   |           | Laundry Allowance                      | 6.2           | 6.40           |
| 4 | 10(iv)    | Cooks Uniforms:                        |               |                |
|   |           | Laundry Allowance                      | 10.20         | 10.60          |
| 5 | 10(vi)(a) | Qualification Allowance Commercial     |               |                |
|   |           | Cookery Basic Certificate              | 9.00          | 9.40           |
| 6 | 10(vi)(b) | Hotel & Restaurant Cookery Certificate | 18.40         | 19.10          |
| 7 | 12(iv)    | Meal Money                             | 9.80          | 10.20          |
| 8 | 10(ix)    | Authorised Supervisor                  | 47.8 Weekly   | 49.60 Weekly   |
|   |           |                                        | 9.60 Daily    | 9.95 Daily     |

Note: The rates at Table 1A, Table 1B, Table 1C and Table 2 reflect the adjustments made to the wage and wage related allowances of the awards listed in Annexure B to the orders made in the State Wage Case 2024.

2. This variation will take effect on and from the first full pay period commencing on or after 1 July 2024.

I. TAYLOR J., *President*  
D. CHIN J., *Vice President*  
J. PAINGAKULAM J., *Deputy President*  
N. CONSTANT, *Senior Commissioner*  
J. MCDONALD, *Commissioner*

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

STATE WAGE CASE 2024

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor  
The Honourable Justice Chin  
The Honourable Justice Paingakulam  
Senior Commissioner Constant  
Commissioner McDonald

09 October 2024

VARIATION

- 1. Delete the year "2023" in paragraph 11.1.2 of clause 11, Wages of the award published 24 September 2021 (390 I.G. 515) and insert in lieu thereof the year "2024".
- 2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay Per 38-Hour Week

| Classification | New rate per week<br>SWC 2024<br>\$ |
|----------------|-------------------------------------|
|                |                                     |
| Grade 1        | 977.60                              |
| Grade 2        | 1,007.40                            |
| Grade 3        | 1,025.70                            |
| Grade 4        | 1,053.90                            |
| Grade 5        | 1,089.70                            |

Table 2 - Other Rates and Allowances

| Item No. | Clause No. | Brief Description               | Rate Per Week from<br>the first pay period<br>to commence on or<br>after 1-Jul-24<br>\$ | Rate Per Shift from<br>the first pay period<br>to commence on or<br>after 1-Jul-24<br>\$ |
|----------|------------|---------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|          |            | Leading Hand Allowance          | Employees other<br>than casuals                                                         | Casuals per shift<br>(1/5th of the<br>amount)                                            |
| 1        | 12.1       | up to 5 Employees               | 43.30                                                                                   | 8.65                                                                                     |
| 2        |            | 6 to 10 Employees               | 49.00                                                                                   | 9.79                                                                                     |
| 3        |            | 11 to 15 Employees              | 64.00                                                                                   | 12.80                                                                                    |
| 4        |            | 16 to 20 Employees              | 73.90                                                                                   | 14.77                                                                                    |
| 5        |            | Over 20 Employees               | 73.90                                                                                   | 14.77                                                                                    |
| 6        |            | for each Employee exceeding 20, | 1.10                                                                                    | 0.23                                                                                     |

|    |      |                                  |        |      |
|----|------|----------------------------------|--------|------|
|    |      | extra                            |        |      |
| 7  | 12.4 | Relieving Officer                | 43.10  |      |
| 8  | 12.5 | First Aid Allowance - Industrial | 24.30  | 4.86 |
| 9  | 12.6 | Gun Allowance                    | 16.60  | 3.63 |
| -  | 12.7 | Locomotion Allowance             |        |      |
| 10 |      | Motor Vehicle/cycle              | 39.90  |      |
| 11 |      | Bicycle                          | 4.40   |      |
| 12 | 12.8 | Meal Allowance                   | 12.80  |      |
| 13 | 12.9 | Fares Allowance                  | 10.90  |      |
| 14 | 12.1 | Overnight Meal Allowance         | 103.90 |      |
| 16 | 12.9 | Aviation Security Allowance      | 1.80   |      |

3. This variation will take effect on and from the first full pay period commencing on or after 1 July 2024.

I. TAYLOR J., *President*  
D. CHIN J., *Vice President*  
J. PAINGAKULAM J., *Deputy President*  
N. CONSTANT, *Senior Commissioner*  
J. MCDONALD, *Commissioner*

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**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

STATE WAGE CASE 2024

(Case No. 211169 of 2024)

Before The Honourable Justice Taylor  
The Honourable Justice Chin  
The Honourable Justice Paingakulam  
Senior Commissioner Constant  
Commissioner McDonald

9 October 2024

**VARIATION**

1. Delete Clause 50, Area, Incidence and Duration, of the award published 29 July 2022 (392 I.G. 545) and insert in lieu thereof the following:

**50. Area, Incidence and Duration**

This award applies to employees of the classifications specified herein within the jurisdiction of the Transport Industry (State) Industrial Committee.

This award rescinds and replaces the Transport Industry (State) Award, published 29 July 2022 (392 I.G. 545) and shall operate on and from the beginning of the first pay period to commence on or after 1 July 2024.

This award remains in force until varied or rescinded.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B**

**MONETARY RATES**

|                              | Former Rate<br>Per Week | SWC 2024<br>Increase | New Rate Per Week<br>effective from the<br>first full pay period<br>on or after 1-Jul-24 |
|------------------------------|-------------------------|----------------------|------------------------------------------------------------------------------------------|
|                              | \$                      | %                    | \$                                                                                       |
| Transport Worker Grade One   | 940.70                  | 3.75                 | 976.00                                                                                   |
| Transport Worker Grade Two   | 967.50                  | 3.75                 | 1,003.80                                                                                 |
| Transport Worker Grade Three | 986.10                  | 3.75                 | 1,023.10                                                                                 |
| Transport Worker Grade Four  | 1,002.40                | 3.75                 | 1,040.00                                                                                 |
| Transport Worker Grade Five  | 1,044.00                | 3.75                 | 1,083.20                                                                                 |
| Transport Worker Grade Six   | 1,054.50                | 3.75                 | 1,094.00                                                                                 |
| Transport Worker Grade Seven | 1,086.10                | 3.75                 | 1,126.80                                                                                 |
| Transport Worker Grade Eight | 1,151.00                | 3.75                 | 1,194.20                                                                                 |

**Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)**

|                                 | Former Rate<br>Per Week | SWC 2024<br>Increase | New Rate Per Week<br>effective from the<br>first full pay period<br>on or after 1-Jul-24 |
|---------------------------------|-------------------------|----------------------|------------------------------------------------------------------------------------------|
|                                 | \$                      | %                    | \$                                                                                       |
| (i) Mobile Cranes               |                         |                      |                                                                                          |
| Grade A                         | 1,142.10                | 3.75                 | 1,184.90                                                                                 |
| Grade B                         | 1,168.10                | 3.75                 | 1,211.90                                                                                 |
| Grade C                         | 1,193.70                | 3.75                 | 1,238.50                                                                                 |
| Grade D                         | 1,219.30                | 3.75                 | 1,265.00                                                                                 |
| Additional Amount               | 25.90                   | 3.75                 | 26.90                                                                                    |
| (ii) Mobile Hydraulic Platforms |                         |                      |                                                                                          |
| Grade A                         | 1,042.00                | 3.75                 | 1,081.10                                                                                 |
| Grade B                         | 1,047.70                | 3.75                 | 1,087.00                                                                                 |
| Grade C                         | 1,085.60                | 3.75                 | 1,126.30                                                                                 |
| Grade D                         | 1,111.70                | 3.75                 | 1,153.40                                                                                 |
| Grade E                         | 1,142.10                | 3.75                 | 1,184.90                                                                                 |
| Additional Amount               | 2.40                    | 3.75                 | 2.50                                                                                     |
| Grade F                         | 1,142.10                | 3.75                 | 1,184.90                                                                                 |
| (iii) Crane Offsider            | 114.20                  | 3.75                 | 118.50                                                                                   |
| (iv) Advanced Crane Offsider    | 1,193.70                | 3.75                 | 1,238.50                                                                                 |

**Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)**

|         | Former Rate<br>Per Week | SWC 2024<br>Increase | New Rate Per Week<br>effective from the<br>first full pay period<br>on or after 1-Jul-24 |
|---------|-------------------------|----------------------|------------------------------------------------------------------------------------------|
|         | \$                      | %                    | \$                                                                                       |
| Grade A | 1,061.50                | 3.75                 | 1,101.30                                                                                 |
| Grade B | 1,092.70                | 3.75                 | 1,133.70                                                                                 |
| Grade C | 1,111.30                | 3.75                 | 1,153.00                                                                                 |
| Grade D | 1,124.40                | 3.75                 | 1,166.60                                                                                 |
| Grade E | 1,135.10                | 3.75                 | 1,177.70                                                                                 |
| Grade F | 1,178.20                | 3.75                 | 1,222.40                                                                                 |

**Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)**

|                   | Former Rate<br>Per Week | SWC 2024<br>Increase | New Rate Per Week<br>effective from the<br>first full pay period<br>on or after 1-Jul-24 |
|-------------------|-------------------------|----------------------|------------------------------------------------------------------------------------------|
|                   | \$                      | %                    | \$                                                                                       |
| Grade A           | 1,026.30                | 3.75                 | 1,064.80                                                                                 |
| Grade B           | 1,047.70                | 3.75                 | 1,087.00                                                                                 |
| Grade C           | 1,085.60                | 3.75                 | 1,126.30                                                                                 |
| Grade D           | 1,111.70                | 3.75                 | 1,153.40                                                                                 |
| Grade E           | 1,142.10                | 3.75                 | 1,184.90                                                                                 |
| Additional Amount | 2.40                    | 3.75                 | 2.50                                                                                     |

**Table 5 - Wages (Clause 1.5 Furniture Removals)**

|                               | Former Rate<br>Per Week<br>\$ | SWC 2024<br>Increase<br>% | New Rate<br>Per Week<br>\$ |
|-------------------------------|-------------------------------|---------------------------|----------------------------|
| Furniture Removalist Offsider | 950.40                        | 3.75                      | 986.00                     |

**Table 6 -Wages (Clause 1.6 - Chauffeurs)**

|                                                                               | Former Rate<br>Per Week<br>\$ | SWC 2024<br>Increase<br>% | New Rate<br>Per Week<br>\$ |
|-------------------------------------------------------------------------------|-------------------------------|---------------------------|----------------------------|
| Chauffeurs/drivers of vehicles<br>used for the purpose of carrying<br>persons | 948.60                        | 3.75                      | 984.20                     |

**Table 7 - Allowances**

| Item No. | Clause No. | Brief Description                          | Former Rate<br>(SWC 2023)<br><br>\$ | SWC 2024<br>Increase<br><br>% | New Rate<br>effective from<br>the first full pay<br>period on or<br>after 1-Jul-24<br>\$ |
|----------|------------|--------------------------------------------|-------------------------------------|-------------------------------|------------------------------------------------------------------------------------------|
| 1        | 2.1        | Furniture Removals                         | 41.50 per week                      |                               | 43.05 per week                                                                           |
| 2        | 2.2.1      | Driving agitator trucks                    | 0.80 per hour                       | 3.75                          | 0.83 per hour                                                                            |
| 3        | 2.2.1      | Maximum Payment -<br>agitator trucks       | 31.80 per week                      | 3.75                          | 33.00 per week                                                                           |
| 4        | 2.2.2      | Delivery/placement of<br>concrete rate     | 2.50 per week                       | 3.75                          | 2.60 per week                                                                            |
| 5        | 2.3        | Leading Hands                              | 50.20 per week                      | 3.75                          | 52.10 per week                                                                           |
| 6        | 2.4        | Collecting Butcher Bones,<br>Fat, etc.     | 10.50 per week                      | 3.75                          | 10.90 per week                                                                           |
| 7        | 2.5        | Extra Horses                               | 25.98 per horse                     | 3.75                          | 26.95 per horse                                                                          |
| 8        | 2.6        | Working in Forests                         | 32.80 per week                      | 3.75                          | 34.05 per week                                                                           |
| 9        | 2.7.1.2    | Long/wide loads                            | 2.53 per hour or<br>part thereof    | 3.75                          | 2.63 per hour or<br>part thereof                                                         |
| 10       | 2.7.1.2    | Long/wide loads -<br>minimum payments      | 10.46 per day                       | 3.75                          | 10.85 per day                                                                            |
| 11       | 2.7.1.3    | Long/wide loads                            | 4.92 per hour or<br>part thereof    | 3.75                          | 5.10 per hour or<br>part thereof                                                         |
| 12       | 2.7.1.3    | Long/wide loads -<br>minimum payment       | 19.42 per day                       | 3.75                          | 20.15 per day                                                                            |
| 13       | 2.7.2      | Rear-end steering                          | 7.05 per day                        | 3.75                          | 7.31 per day                                                                             |
| 14       | 2.7.2      | Rear-end steering -<br>minimum payment     | 28.38 per day                       | 3.75                          | 29.44 per day                                                                            |
| 15       | 2.8        | HIAB cranes, etc.                          | 45.47 per day                       | 3.75                          | 47.20 per day                                                                            |
| 16       | 2.9        | Removal and Delivery of<br>Furniture, etc. | 8.32 per day                        | 3.75                          | 8.65 day                                                                                 |
| 17       | 2.1        | Handling diapers - weekly<br>employees     | 3.55 per week                       | 3.75                          | 3.70 per week                                                                            |
| 18       | 2.1        | Handling diapers - casual<br>employees     | 0.67 per day                        | 3.75                          | 0.70 per day                                                                             |
| 19       | 2.11       | In charge of plant                         | 24.35 per week                      | 3.75                          | 25.25 per week                                                                           |
| 20       | 2.12.1     | Collecting moneys - > \$30<br>- \$150      | 7.80 per week                       | 3.75                          | 8.10 per week                                                                            |
| 21       | 2.12.2     | Collecting moneys - ><br>\$150 - \$250     | 11.00 per week                      | 3.75                          | 11.40 per week                                                                           |



|    |          |                                             |                |      |                |
|----|----------|---------------------------------------------|----------------|------|----------------|
| 22 | 2.12.3   | Collecting moneys - > \$250 - \$400         | 15.90 per week | 3.75 | 16.50 per week |
| 23 | 2.12.4   | Collecting moneys - > \$400 - \$600         | 23.20 per week | 3.75 | 24.05 per week |
| 24 | 2.12.5   | Collecting moneys - \$600                   | 30.90 per week | 3.75 | 32.05 per week |
| 25 | 2.13.1   | Carrying goods - on the level               | 1.51 per tonne | 3.75 | 1.57 per tonne |
| 26 | 2.13.2   | Carrying goods - upstairs                   | 2.27 per tonne | 3.75 | 2.36 per tonne |
| 27 | 2.14     | Carrying salt                               | 1.51 per tonne | 3.75 | 1.57 per tonne |
| 28 | 2.15.1.1 | Obnoxious materials - soda, ash, etc.       | 1.40 per hour  | 3.75 | 1.45 per hour  |
| 29 | 2.15.1.2 | Obnoxious materials - oxides                | 1.00 per hour  | 3.75 | 1.04 per hour  |
| 30 | 2.15.2   | Obnoxious materials - loading and unloading | 1.40 per hour  | 3.75 | 1.45 per hour  |
| 31 | 2.15.3   | Obnoxious materials - transportation        | 0.76 per hour  | 3.75 | 0.79 per hour  |
| 32 | 2.15.7   | Obnoxious materials - blast furnaces, etc.  | 1.13 per hour  | 3.75 | 1.17 per hour  |
| 33 | 2.16     | First Aid                                   | 3.39 per day   | 3.75 | 3.50 per day   |
| 34 | 2.17     | Garaging                                    | 31.90 per week | 3.75 | 33.10 per week |

**Table 8 - Travelling and Living Away Allowance (Clause 7)**

| Item No. | Clause No. | Brief Description        | Former Rate     | SWC 2024 Increase | New Rate effective from the first full pay period on or after 1-Jul-24 |
|----------|------------|--------------------------|-----------------|-------------------|------------------------------------------------------------------------|
|          |            |                          | \$              | %                 | \$                                                                     |
| 1        | 7.4.3      | Overnight Expenses       | 55.87 per day   | 3.75              | 57.95                                                                  |
| 2        | 7.6        | Weekend/Holiday Expenses | 51.85 per day   | 3.75              | 53.80                                                                  |
| 3        | 7.7        | Camping out - weekly     | 120.44 per week | 3.75              | 124.95                                                                 |
| 4        | 7.7        | Camping out - daily      | 17.42 per day   | 3.75              | 18.05                                                                  |

**Table 9 - Meal Allowances (Clause 8)**

| Clause No. | Brief Description | Former Amount | SWC 2024 Increase | New Rate effective from the first full pay period on or after 1-Jul-24 |
|------------|-------------------|---------------|-------------------|------------------------------------------------------------------------|
|            |                   | \$            | %                 | \$                                                                     |
| 8.2.1      | Meal Allowance    | 17.02         | 3.75              | 17.65                                                                  |

**Table 10 - Long Distance Rates (Clause 14)**

| Item No. | Classification                      | Former Amount | SWC 2024 Increase | New Rate effective from the first full pay period on or after 1-Jul-24 |
|----------|-------------------------------------|---------------|-------------------|------------------------------------------------------------------------|
|          |                                     | (cents/km)    | %                 | cents/km                                                               |
| 1        | Transport Workers Grade 7 and below | 44.19         | 3.75              | 45.85                                                                  |
| 2        | Transport Workers Grade 8           | 46.23         | 3.75              | 47.95                                                                  |

**Table 11 - Income Protection on Six Day Rosters - Saturday (Clause 3.2.1)**

|                              | Former Rate<br>Per Week | SWC 2024<br>Increase | New Rate<br>effective from<br>the first full pay<br>period on or<br>after 1-Jul-24 |
|------------------------------|-------------------------|----------------------|------------------------------------------------------------------------------------|
|                              | \$                      | %                    |                                                                                    |
| Transport Worker Grade One   | 759.36                  | 3.75                 | 787.85                                                                             |
| Transport Worker Grade Two   | 785.99                  | 3.75                 | 815.45                                                                             |
| Transport Worker Grade Three | 804.32                  | 3.75                 | 834.50                                                                             |
| Transport Worker Grade Four  | 819.72                  | 3.75                 | 850.45                                                                             |
| Transport Worker Grade Five  | 861.64                  | 3.75                 | 893.95                                                                             |
| Transport Worker Grade Six   | 871.44                  | 3.75                 | 904.10                                                                             |
| Transport Worker Grade Seven | 902.4                   | 3.75                 | 936.25                                                                             |
| Transport Worker Grade Eight | 966.73                  | 3.75                 | 1,003.00                                                                           |

**Table 12 - Income Protection on Six Day Rosters - Sunday (Clause 3.2.2)**

|                              | Former Rate<br>Per Week | SWC 2024<br>Increase | New Rate<br>effective from<br>the first full pay<br>period on or<br>after 1-Jul-24 |
|------------------------------|-------------------------|----------------------|------------------------------------------------------------------------------------|
|                              | \$                      | %                    | \$                                                                                 |
| Transport Worker Grade One   | 846.60                  | 3.75                 | 878.35                                                                             |
| Transport Worker Grade Two   | 876.16                  | 3.75                 | 909.00                                                                             |
| Transport Worker Grade Three | 896.64                  | 3.75                 | 930.25                                                                             |
| Transport Worker Grade Four  | 914.49                  | 3.75                 | 948.80                                                                             |
| Transport Worker Grade Five  | 960.35                  | 3.75                 | 996.35                                                                             |
| Transport Worker Grade Six   | 971.94                  | 3.75                 | 1,008.40                                                                           |
| Transport Worker Grade Seven | 1,006.97                | 3.75                 | 1,044.75                                                                           |
| Transport Worker Grade Eight | 1,078.55                | 3.75                 | 1,119.00                                                                           |

**Table 13 - Income Protection on Seven Day Rosters - Saturday and Sunday (Clause 3.2.3)**

|                              | Former Rate<br>Per Week | SWC 2024<br>Increase | New Rate<br>effective from<br>the first full pay<br>period on or<br>after 1-Jul-24 |
|------------------------------|-------------------------|----------------------|------------------------------------------------------------------------------------|
|                              | \$                      | %                    | \$                                                                                 |
| Transport Worker Grade One   | 1136.38                 | 3.75                 | 1,179.00                                                                           |
| Transport Worker Grade Two   | 1176.11                 | 3.75                 | 1,220.20                                                                           |
| Transport Worker Grade Three | 1203.63                 | 3.75                 | 1,248.75                                                                           |
| Transport Worker Grade Four  | 1227.56                 | 3.75                 | 1,273.60                                                                           |
| Transport Worker Grade Five  | 1289.2                  | 3.75                 | 1,337.55                                                                           |
| Transport Worker Grade Six   | 1304.75                 | 3.75                 | 1,353.70                                                                           |
| Transport Worker Grade Seven | 1352                    | 3.75                 | 1,402.70                                                                           |
| Transport Worker Grade Eight | 1447.79                 | 3.75                 | 1,502.10                                                                           |

3. This variation takes effect on and from the first full pay period commencing on or after 1 July 2024.

I. TAYLOR J., *President*  
D. CHIN J., *Vice President*  
J. PAINGAKULAM J., *Deputy President*  
N. CONSTANT, *Senior Commissioner*  
J. MCDONALD, *Commissioner*

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