

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/137

TITLE: Home Modifications Lake Macquarie/Newcastle Enterprise Agreement 2006

I.R.C. NO: IRC6/1040

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GAZETTAL REFERENCE: 31 March 2006

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Home Modifications Lake Macquarie/Newcastle Incorporated, located at 16, Nicholson Street, Toronto 2283, who fall within the coverage of the Building and Construction Industry (State) Award.

PARTIES: Home Modifications Lake Macquarie/Newcastle Incorporated -&- Garry Blythe, David Doyle, John Milligan, Stephen Moore, Joanne Pedder, David Preston, David Thomas, Pamela Tobin, Nathan Webster

HOME MODIFICATIONS LAKE MACQUARIE/NEWCASTLE INCORPORATED ENTERPRISE AGREEMENT 2006

1. THE AGREEMENT

1.1 TITLE

This agreement shall be referred to as the Home Modifications Lake Macquarie/Newcastle Incorporated Enterprise Agreement 2006

1.2 ARRANGEMENT

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ATTACHMENTS

Part B
Rates of Pay
Rates of Allowances

1.3 DURESS

This agreement was freely entered into, without duress, by all parties who support and endorse the provisions contained herein.

1.4 PARTIES BOUND

This agreement shall apply to :-

All employees of Home Modifications Lake Macquarie/Newcastle Incorporated.

1.5 OBJECTIVES OF THE AGREEMENT.

The parties to this Agreement are committed to ensuring that Home Modifications Lake Macquarie/Newcastle Incorporated adopts the best possible approach to the management and operations of all facets of the organization. This will be achieved through the development of a policy which ensures that the pursuit of continuous improvement and the acceptance of change becomes the normal way of life throughout Home Modifications Lake Macquarie/Newcastle Incorporated operations.

The objectives of this Agreement are:-

- The provision of the highest quality services, to the clientele of Home Modifications Lake Macquarie/Newcastle Incorporated.
- The attainment of strategies, objectives and outcomes identified by the Management Committee of Home Modifications Lake Macquarie/Newcastle Incorporated.
- The enhancement of the image and profile of Home Modifications Lake Macquarie/Newcastle Incorporated.

The objectives of this agreement will be achieved through:-

- The creation of a high performance, high trust organization through a genuine partnership between the Management Committee and Staff.
- The embracing of change and a commitment to continuous improvement by all within the Service.
- The development of a flexible learning organization based upon teamwork, flexibility, and competency in skills and opportunity for development.
- The development of an organization focussed on the client, driven by achievement of results.
- The up-skilling of the organization by training of the existing staff being the nominated preferred option.
- Any changes to policy relating to the employees of the Service shall be done in consultation with the Consultative Committee.

The reward for achieving these objectives will be :-

- Improved quality of service, enhanced productivity, development of new services and satisfaction of employment.

2. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this agreement to seek to achieve the objective in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement 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 of practice or a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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) Service means *Home Modifications Lake Macquarie/Newcastle Incorporated*.
- (ii) Ordinary pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following allowances where they are regularly received:
 - disability allowances
 - tool allowances
 - on call allowance
 - first aid allowance
 - community language and signing work allowances.

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

 - overtime payments
 - travelling allowances
 - car allowances
 - meal allowances
- (iii) Days – unless otherwise specified, any reference to ‘days’ shall mean Calendar days.
- (iv) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (v) 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 (Cwlth), and any additional superannuation contributions made by way of salary sacrifice.

- (vi) Complying superannuation fund has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cwlth).

4. SKILL DESCRIPTORS

The agreement 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 Service 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 coordinator / 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: Options 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: 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 or 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 Service and represent the Service to the public or other organizations.

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 inhouse 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 of 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 Service, 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) **Profession/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 Service. Such advice may commit the Service and have significant impact upon external parties dealing with the Service. The position may manage several major projects or sections within a department of the Service.

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 Service 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 Service on major areas of policy on key issues of significance to the organization. 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 position may represent senior management in the resolution of problems. The oversight of problem solving and assessment of the quality of creativity and innovation in addressing and resolving major issues.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the Service 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 organizations.

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 Service or a department or the like. Influence and commit the Service or a department of the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytical 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 Service.

Management skills: Application of corporate management skills in a diverse organization to establish goals and objectives. Manage and control staff, budgets and

work programs or major projects of the Service or a department of 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 clients.

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

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

5. RATES OF PAY

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 4, Skill Descriptors of this agreement.
- (ii) The rates of pay are set out in Table 1 of Part B of this agreement are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) The Service shall introduce a salary system to complement the skills-based structure and rates of pay of the agreement.
- (iv) An employee's current weekly rate of pay for the purposes of the Workers Compensation Act 1987 shall be the rate paid to the employee under the salary system.
- (v) An employee's weekly rate of pay shall include the disability allowance as part of the base rate of pay if applicable.
- (vi) An employee may elect to have the base rate of pay increased by 1.6% in lieu of the payment of annual leave loading of 17½%.

6. 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 agreement 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 salary system or level as prescribed by Clause 4 Skills Descriptors of this agreement.
- (iv) Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (v) Subject to subclause (iv), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vi) New employees shall be assessed at six monthly intervals, until they attain skill level 3 thereafter assessment shall be carried out on an annual basis.
- (vii) At the time of assessment, the Service shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's needs.
- (viii) The salary system shall include a process by which employees can appeal against their assessment.

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

7. USE OF SKILLS

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The Service may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv) (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the Service to be used as an adjunct to the employee's normal duties.
- (b) Subject to Clause 12, Allowances, Additional Payments and Expenses, employees who are required by the Service to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in evaluation of the position.

8. PAYMENT FOR RELIEF DUTIES/WORK

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief.
- (ii) With regard to outdoor workers and clerical staff the rate to be paid to the employee relieving in the position 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.
- (iii) With regard to the relief of the Executive Officer such payment will be made at 80% of the rate of pay of the Executive Officer.
- (iv) 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 agreement holiday.
- (v) An agreement employee who is required to relieve in a senior staff position, so designated under the agreement, shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

9. 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 Service will fix a regular payday, between Monday and Friday inclusive. The Service 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 direct credit to the employee's nominated account.
- (iv) The Service shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

10. SALARY SACRIFICE

- (i) The Service 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) Salary sacrifice is restricted to the Employee Benefit Card (Master Card/Westpac Bank). By negotiation the amount sacrificed through the Employee Benefit Card can be reduced and such reduction salary sacrificed to additional superannuation contributions.
- (iii) The value of the benefits shall be agreed between the Service 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 Service and the employee.

(b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the Service 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 Service will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.

(b) The Service 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 Service may maintain and/or enter into other salary sacrifice arrangements with employees.

11. SUPERANNUATION FUND CONTRIBUTIONS

Subject to the provisions of the Industrial Relations Act 1996, the Service shall make superannuation contributions to a complying Superannuation Scheme.

12. ALLOWANCES, ADDITIONAL PAYMENTS AND EXPENSES.

(i) **Disability Allowances**

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

This allowance shall be paid at the rate set out in Table 2 of Part B of this agreement and shall be paid for all purposes of the agreement but shall not attract any penalty.

(ii) **Employee Providing Tools**

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

	PER WEEK
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

- (b) Complete Tool Kits – allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out their trade, occupation, duties and functions.
- (c) Special Purpose Tools – allowances prescribed by this clause shall not cover tools required for special uses or purpose outside of the ordinary trade functions of the employee's classification.
- (d) Compensation of Tools – The Service 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 Service's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the Service'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 Service 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 Service for replacement of stolen tools.
- (f) Loss of tools and equipment supplied by the Service and loss or damage due to the negligence of an employee shall be subject to replacement / cost

reimbursement by the employee. Each case will be considered in isolation by the Management Committee.

(iii) **Telephone**

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

(iv) **Expenses**

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the Service 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 Service and the employee. Travelling arrangements shall be agreed between the Service and the employee.

(v) **Car Allowances**

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

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

(b) Where the car is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum fortnightly payment,.

(c) Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (a) and shall not be entitled to the minimum payment as set out in paragraph (b).

(d) Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

(vi) **Travelling Allowance**

(a) This subclause shall apply to employees who are required to start and/or finish at a location away from the Service depot, workshop or other agreed starting point.

(b) For the purpose of this subclause "normal starting point" shall mean.

- (1) the Service workshop or depot;
- (2) a Service office or building to which the employee is usually assigned;

(3) any other agreed starting and/or finishing point.

- (c) Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to another starting point at any time by agreement, such agreement shall not unreasonably be withheld by either party. In the event of a dispute Clause 26, Grievance and Dispute Procedures, shall apply.
- (d) An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as under:

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

3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

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

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

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

- (i) This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- (j) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 26 of this agreement shall be applied.
- (k) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- (l) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in the 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.
- (m) These allowances shall not apply where an employee is provided with a vehicle for travel to and from the employees place of residence.

(vii) **Community Language, Signing and First Aid Work**

(a) Community Language and Signing Work

- (1) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (2) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (3) Such employees convey straightforward information relating to the Service's service, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (4) Such employees shall record their use of a community language according to the Service's established policy.

(b) First Aid Work

Where an employee is required by the Service to be in charge of first aid and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the Service, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B

(c) Additional Skills Criteria

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

- The Service shall provide the employee with the opportunity to obtain accreditation from a language aide or first aid accreditation agency
- The employee shall be prepared to be identified as possessing the additional skill(s)
- The employee shall be available to use the additional skill(s) as required by the Service.

(d) Savings

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

(viii) **Meal Allowance**

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

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

(ix) **Uniform Allowance**

Employees shall be entitled to a uniform allowance of 50% of the cost of approved uniforms up to a maximum of \$150 in any one financial year.

(x) **Fare Allowance**

Outdoor staff who work or are required to commence and cease duty at the Service's depot at the normal commencing and finishing times shall be paid a fare allowance as set out in Table 2 of Part B

This allowance shall not apply where an employee is provided with a vehicle for travel to and from the employees place of residence

13. PROVISION OF A MOTOR VEHICLE FOR TO AND FROM USE

The Service may provide a vehicle to an employee for travel to and from the employees residence and the depot of the Service providing that

- (a) The vehicle is securely parked.
- (b) The vehicle is maintained in a clean and tidy manner. Employees are entitled to wash motor vehicles at the depot providing such is carried out outside work hours.
- (c) Provision of the vehicle does not impact on the operations of the Service in which case 1 (one) weeks notice of withdrawal of such benefit shall be given , after negotiations with employees and failure to find an acceptable alternative The allowance payable under Clause 12 shall then be payable.
- (d) Restrictions on private use shall be in accordance with the Australian Tax Office definition where such private use is defined as being minor, infrequent and irregular.
- (e) Employee contributions for excess travel.

- (1) Employees will make a contribution for private to and from travel in excess of a calculated agreed distance;

- (2) The agreed distance will be calculated as follows: $A/B = C$
Where A = weekly fare allowance
Where B = 22c per kilometre
Where C = acceptable distance;
- (3) The weekly contribution will be calculated as follows: $(D-C) \times B \times E/F = G$
Where D = actual weekly kilometres travelled
Where C = calculated acceptable kilometres
Where B = 22c per kilometre
Where E = chargeable weeks per annum (43)
Where F = weeks per annum (52)
Where G = weekly charge
- (4) The contribution will be indexed by 3.25% on 1 July 2006, 1 July 2007 and 1 July 2008 in line with the agreed increase in pay rates.

14. HOURS OF WORK

A. SPREAD OF HOURS

- (i) The ordinary hours for all employees shall be worked between Monday and Friday inclusive and shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.
- (ii) All working hours existing at the operative date of this agreement that have been validly entered into or which were in accordance with the hours clauses of the agreement
- (iii) Commencing and or finishing times provided for in subclause (i) of Part A of this clause and/or payment for the spread of hours may be altered by agreement between management and employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to the Service.
- (iv) Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- (v) Where the Service seeks to alter the spread of hours and/or payment for the spread of hours for a new or vacant position, the matter shall be referred to the consultative committee for recommendation to the Service prior to advertising the new or vacant position.
- (vi) Where the Service alters the hours of work for a position, the rate of pay shall have regard to the nature of the work, including the hours to be worked.
- (vii) An unpaid meal break of a minimum of 30 minutes shall be given and taken within the first five hours continuous work. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate occupational health and safety standards.
- (viii) Employees shall not be required to work when the temperature reaches 40deg Celsius. Employees are required to return to the depot.

B. ARRANGEMENT OF HOURS

Subject to Part A, Spread of Hours, the arrangement of hours shall be:

- (i) (a) Subject to subclauses (iii) and (iv) of Part B of this Clause, the ordinary hours of work for employees engaged in clerical functions and other employees who worked 35 hours per week prior to the making of this agreement, shall be 35 hours per week,
- (b) The ordinary hours of work for such employees shall be arranged on one of the following bases:

- 35 hours within one week provided that at least two days off shall be granted; or 70 hours within two weeks provided that at least four days off shall be granted ; or
- 105 hours within three weeks provided that at least six days off shall granted ; or
- 140 hours within four weeks provided that at least eight days off shall be granted.
- (ii) The ordinary hours of work for all other employees shall be 38 hours per week arranged on one of the following 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.
- (iii) All arrangements of hours existing at the operative date of this agreement that have been validly entered into shall be deemed to have satisfied subclause (iv) of Part B of this clause.
- (iv) (a) The arrangement of hours may be varied by agreement and/or a different arrangement of hours to that prescribed in subclauses (i)(b) of (ii) of Part B of this clause may be agreed between management and employee(s) concerned and the terms of the agreement referred to the consultative committee for recommendation to the Service.
- (b) Any agreement to alter the spread of hours as provided for in this subclause must be genuine with no compulsion to agree.
- (v) Where the Service seeks to alter the arrangement of hours for a new or vacant position, the matter shall be referred to the consultative committee for recommendation to the Service prior to advertising the new or vacant position.
- (vi) Employees are entitled to a roster day off each three weeks. The hours of work as stated in Clause 14 B shall be adjusted on a daily basis to compensate for time not worked on the roster day off. Roster days off can be taken at a mutually agreed time.

15. 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 Service shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.

- (v) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

This subclause shall not apply to employees who are on call or called back to work in accordance with this agreement unless such employees are required to work:

- for four hours or more, or
- on consecutive days without having had a ten hour break, or
- on more than one occasion during the day outside of the four hour period.

- (vi) Where there is prior agreement between the Service and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This subclause shall not apply to employees who are on call or called back to work.

- (vii) Employees shall be entitled to accrue time in lieu up to a maximum of fifteen (15) days. The accrual of such time shall be by agreement. The accrued time shall be taken at a time mutually convenient to the employee and the Service.

- (viii) Employees classified in the Executive Band 4 of this agreement may be required, in addition to their ordinary hours, to attend meetings of the Service and standing committees and/or special committee meetings. For the purpose of this sub-clause, an employee who is required to attend meetings of the Service and standing committees and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00pm.

- (ix) (a) Subject to paragraph (b), the Service 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.

16. HOLIDAYS

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the Service's area, and all special days proclaimed as holidays to be observed throughout whole of the State of NSW and either of the locally proclaimed Show holiday or Bank holiday.

- (ii) In addition to the days provided for in subclause (i), employees who are Aboriginal and Torres Straight Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- (iii) Where any of the holidays prescribed by this award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) Where an employee is required to work ordinary hours on a holiday as prescribed by this agreement, the Service and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, grant a day off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vi) When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. The Service may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between the Service and the employee.

17. LEAVE PROVISIONS

A. SICK LEAVE

- (i) Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:-
 - (a) the Service shall be satisfied that the sickness is such that it justifies the time off; and
 - (b) that the illness or injury does not arise from engaging in other employment; and
 - (c) proof of illness to justify payment shall be required after 3 separate periods of absence in each service year or where an absence exceeds 2 working days.
 - (d) When requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (ii) Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (iii) The Service may require employees to attend a doctor nominated by the Service at the Service's cost.
- (iv) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (v) Where an employee has had 10 years' service with the Service and the sick leave entitlement as prescribed has been exhausted, the Service may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (vi) Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.
 - (a) In the event of the termination of service of an employee on account of ill health and the Service 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 Service shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the Workers Compensation Act, 1987.

- (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with Clause 14 of Schedule 4 of the Industrial Relations Act (NSW) 1996.

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (iv)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 17 Part A, Sick Leave of this agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) 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.
- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee, or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
 - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling
- (v) An employee shall, wherever practicable, give the Service 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.
- (vi) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the Service, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 15 Part A of this agreement for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- (vii) Make-up time: An employee may elect, with the consent of the Service, 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

- agreement, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (iv) above.
- (viii) Annual Leave and Leave Without Pay: An employee may elect with the consent of the Service to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (iv) above. Such leave shall be taken in accordance with Clause 17 Part C, Annual Leave and Clause 17 Part H, Leave Without Pay of this agreement.
 - (ix) Sick Leave Bonus: As an incentive to eliminate unnecessary sick leave, a bonus shall be paid upon termination to employees with at least 2 years continuous service as at or after 1/7/2003 calculated as follows:
 - (a) the bonus will be equal to 50% of the value of untaken sick leave accrued between the date of 1 July 2003 and termination.
 - (b) the value will be calculated using the pay rate applicable to the employee's classification at the termination date.
 - (c) Payment shall not be made to any employee who is summarily dismissed or terminated on disciplinary grounds.
 - (d) Sick leave accrued from the signing of this agreement will be the first leave utilised. When such leave has been exhausted then leave accrued prior to the signing of this agreement shall be utilised.

C. ANNUAL LEAVE

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

Provided that:

 - (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (1) 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 Service 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 Service may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
 - (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (iii) Payment to an employee proceeding on annual leave shall be made by the Service at the employee's ordinary rate of pay for the period of annual leave either before

the commencement of the employee's annual leave, or by agreement through the usual pay periods.

- (iv) On resignation or termination of employment, the Service shall pay to the employee:
- (a) their ordinary rate of pay for all untaken leave credited for completed years of service, and
 - (b) for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

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

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

D. LONG SERVICE LEAVE

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

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

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

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

- (iii) For the purpose of this clause, service shall include the following periods:-
 - (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of a Service.
 - (b) Service shall mean all service with a Service irrespective of the classification under which the employee was employed.
- (iv) 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 Service as service at the time leave was taken.
- (v) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by Clause 16, Holidays of this agreement, occurring during the taking of any period of long service leave.
- (vi) When the service of an employee is terminated by death the Service 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 death.
- (vii) 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 the same Service within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

E. PAID MATERNITY LEAVE

- (i)
 - (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with the Service 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 the Service for at least 12 months prior to the commencement of maternity leave or special maternity leave.
 - (b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
 - (c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- (ii)
 - (a) An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
 - (b) The employee may choose to commence paid maternity leave before the expected date of the birth.
- (iii)
 - (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to the Service's approval, provided that the total period of leave does not exceed 52 weeks.
 - (b) Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 52 weeks.

- (c) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
 - (d) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- (v) Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- (vi) Notice of intention to take maternity leave the employee must:
 - provide the Service 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 the Service in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
 - Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the Service.
- (viii) Subject to an application by the Service and further order of the Industrial Relations Commission of New South Wales, the Service may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where the Service can demonstrate economic hardship.

F. SUPPORTING PARENT LEAVE

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

G. 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 Service 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 earned had the employee not been on jury service. An employee shall notify the Service as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the Service proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) **Bereavement Leave**

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 the Service as such, the employee shall be granted two days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:

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

H. LEAVE WITHOUT PAY

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

18. FLEXIBILITY FOR WORK AND FAMILY RESPONSIBILITIES

- (i) The Service and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. The Service shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- (ii) Flexible work and leave arrangements include but are not limited to make up time; flexi time; time in lieu; leave without pay; annual leave; part time work and job share arrangements.
- (iii) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

19. 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 14, Hours of Work of this agreement.

- (ii) Prior to commencing part-time work the Service and the employee shall agree upon the conditions under which the work is to be performed including
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this agreement.
- (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 Service. A copy of the conditions and any variations to them must be provided to the employee by the Service.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases the Service and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 14, Hours of Work of this agreement, the provisions of Clause 15, Overtime, shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the agreement on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day on which a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

20. CASUAL EMPLOYMENT

- (i) A casual employee shall mean an employee engaged on a day to day basis.
- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 14, Hours of Work.
- (iii) Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 16, Hours of Work.
- (iv) In addition to the amounts prescribed by subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the agreement.
- (v) Casual employees engaged on a regular and systematic basis shall:
 - (a) Have access to annual assessment under the Services' 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 the Service's structure. In calculating the long service entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.

- (vi) A casual employee shall not replace an employee of the Service on a permanent basis.

21. JOBSHARE 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 Service and the employees concerned.
(b) Such agreement shall be referred to the consultative committee for information.
- (iii) The Service 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 14, Hours of Work of this agreement.
(b) The job sharers in conjunction with the Service shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job share
- (v) (a) In the absence of a job sharer the remaining job sharer(s) may be required by the Service to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
(b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 14, Hours of Work of this agreement the provisions of Clause 15, Overtime, shall apply
- (vii) The Service 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 agreement 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 Service 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 Service.

22. JUNIOR AND TRAINEE EMPLOYMENT

A. GENERAL

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

B. JUNIOR EMPLOYMENT

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

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

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rate of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- (v) In addition to the vocational training direction, the Service 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. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) The objective of Part D of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
 - (b) The system is neither designed nor intended for those who are already trained and job ready.
 - (c) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by agreement.
- (ii) Except as in hereinafter provided, all other terms and conditions of this agreement shall apply.
- (iii)
 - (a) This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the Service shall be bound by a training agreement made in accordance with this agreement and shall not operate unless this condition is met.
 - (b) A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- (iv) The Service shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- (v) The Service shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (vi) Training shall be directed at:
 - (c) the achievement of key competencies required for successful participation in the workplace and/or
 - (d) the achievement of competencies required for successful participation in an industry.
- (vii) Part D of this clause does not apply to apprentices.

- (viii) Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to the Service bound by this agreement, except in relation to ATS or CST trainees who commenced a traineeship with the Service before the Service was bound by this agreement.
- (ix) Trainees shall not displace existing employees from employment. Trainees shall only be engaged in addition to existing staff positions and employment levels.
- (x) A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the Service and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict the Service's ability to engage a trainee under a school-based traineeship.
- (xi) (a) The Service 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 Service 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.
- (xii) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the Service 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.
- (xiii) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (xiv) Where the employment of a trainee by the Service is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the Service for the purposes of this agreement or any other legislative entitlements.
- (xv) Wages:
 - (e) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this agreement.
 - (f) 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.

23. TRAINING AND DEVELOPMENT

- (i) The parties to this agreement 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 the Service's training plans.
- (ii) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (a) be consistent with the Service's training plan
 - (b) enable employees to acquire the range of skills they are required to apply in their positions
 - (c) enhance employees' opportunities for mobility through the Service's organization structures, through participation in the Service's training plans.

(iii) Training Plan and Budget

(a) The Service shall develop a training plan and budget consistent with:

- (1) the current and future skill requirements of the Service
- (2) the size, structure and nature of the operations of the Service
- (3) the need to develop vocational skills relevant to the service.

(b) In developing the training plan, the Service shall have regard to corporate, departmental and individual training needs.

(c) The training plan shall be designed in consultation with the consultative committee.

(d) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.

(e) Selection of participants to receive the Service's required training in accordance with the Service's training plan is to be based on merit and the needs of the employee as identified in the employees performance appraisal.

(iv) If an employee is required by the Service to undertake training in accordance with the Service's training plan:

(a) the Service 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 Service will grant paid leave to attend such course requirements shall be specified in the training plan;

(c) the Service shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;

(d) the Service 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 Service and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.

(v) The Service may grant an employee undertaking a course consistent with the Service's training plan, although not at the Service'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 Service 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 Service may pay course fees at its discretion.

(vi) Development of a Competency Based Training System.

(a) The parties to this agreement are committed to the development of a competency based system of vocational education and training. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level.

(b) The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:

(1) that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;

(2) that competency standards are reviewed in a systematic manner to ensure that they remain relevant to actual needs.

(3) That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an

employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;

- (4) That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

24. PERFORMANCE EVALUATION AND REWARD

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible agreement in which the Service can increase the overall efficiency and effectiveness of the Service.
- (ii) The Service should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where the Service develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision eg. Community satisfaction, timeliness, service quality, output and cost data;
- (iv) The Service shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.

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) The agreement recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) Joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.
- (iv) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

25. CONSULTATIVE COMMITTEES

A. AIM

The parties to the agreement are committed to consultative and participative processes. The Service shall establish, and properly maintain, a consultative committee, which shall meet regularly and which shall:

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

B. SIZE AND COMPOSITION

- (a) The size and composition of the consultative committee shall be representative of the Service's workforce.
- (b) Employee representatives shall include: Two employees
- (c) Two management representative(s) on the consultative committee shall be nominated by the Management Committee of the Service.

C. SCOPE OF CONSULTATIVE COMMITTEES

The functions of the consultative committee shall include but not be limited to:

- (a) Agreement implementation
- (b) Training
- (c) Consultation with regard to organization restructure
- (d) Job redesign
- (e) Salary systems
- (f) Communication and education mechanisms
- (g) Performance management systems
- (h) Hours of work
- (i) Employee exit interviews

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 Management Committee should note dissenting views.
- (ii) Potential problems should be identified and resolved. Failing this, the matter should be resolved in accordance with Clause 27, Grievance and Dispute Procedures set out in this Agreement.
- (iii) The Consultative Committee shall adopt a constitution which shall include, but not be limited to, the election of a chairperson and secretary, meeting frequency, support services, access to information and communication with the parties to this agreement.
- (iv) All members of the Consultative Committee should undergo appropriate training and education to effectively understand and participate in the Consultative Committee.

26. APPOINTMENT AND PROMOTION

- (i) When it is proposed to make an appointment or promotion to a new or vacant position within the organization structure of the Service, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This subclause applies to the appointment of any employee where the term or terms of employment are for more than 12 months in any period of 2 years.
When the decision is being made to appoint a person to a position:
 - (a) only a person who has applied for an 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.
- (ii) 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.

- (iii) Where requested in writing, internal applicants shall be given the reasons in writing for not being appointed.
- (iv) Subclauses (i), (ii) and (iii) of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless the Service decides that those subclauses are to apply to the appointment.
- (v) If a position within the organization structure of the Service is vacant or the holder of such a position is sick or absent, the Service may appoint a person to the position temporarily. A person appointed to a position temporarily shall not continue in that position for a period of more than 12 months.

27. GRIEVANCE AND DISPUTE PROCEDURES

- (i) 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 executive shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- (ii) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (iii) 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.

28. 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 witness/support person 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 Service shall:

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

suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.

- (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (c) The suspension shall not effect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) The Service shall not unreasonably refuse an application for paid leave under this provision.
 - (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
 - (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
 - (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 29, Termination of Employment of this agreement.
 - (v) Be entitled to request the presence of a union representative at any stage.

C. PROCEDURES

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

D. PENALTIES.

After complying with the requirements above, the Service may:

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

29. OCCUPATIONAL HEALTH AND SAFETY

A. OBJECTIVE

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

B. ACCOMMODATION AND SHELTER

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

C. SPECIFIC PROVISIONS

- (i) The Service shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- (ii) Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- (iii) Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day
- (iv) Where an employee during the course of work, sustains damage to clothing which is not attributable to the employee's negligence, the employee shall be compensated by the Service to an agreed amount.

30. TERMINATION OF EMPLOYMENT

- (i) An employee shall give to the Service 2 weeks notice of their intention to terminate their employment. If no such notice is provided the Service shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under the agreement.
- (ii) The Service and an employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- (iii) In cases of serious misconduct, the Service 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 Service 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 30, Workplace Change and Redundancy, of this agreement.

31. WORKPLACE CHANGE AND REDUNDANCY

(i) The Services Duty to Notify

- (a) Where the Service has made a definite decision to introduce major changes in production, program, organization structure or technology that are likely to have

significant effects on employees, the Service shall notify the employees who may be affected by the proposed changes.

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Services 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 agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(ii) **The Service's Duty to Discuss Change**

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

(iii) **Discussion Before Termination**

- (a) Where the Service has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, the Service shall hold discussions with the employee directly effected.
- (b) The discussion shall take place as soon as it is practicable after the Service has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, amongst other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment , recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- (c) For the purposes of the discussion, the Service shall, as soon as practicable, provide to the employee(s) concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Service shall not be required to disclose confidential information the disclosure of which would adversely affect the Service.

(iv) **Notice to Centrelink**

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

(v) **Notice of Termination**

- (a) Five weeks notice to terminate or pay in lieu thereof shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

- (1) Three (3) months notice of termination or

- (2) Payment in lieu of the notice in paragraph (a) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) Notice or payment of notice under this sub clause shall be deemed to be service with the Service for the purposes of calculating leave entitlements under this agreement.

(vi) **Redundancy Pay**

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

COMPLETED YEARS OF SERVICE WITH THE SERVICE	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

- (c) 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 Services employment until the expiry of the notice period.
- (d) During a period of notice of termination given by the Service, 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 Service the employee shall provide proof of attendance at an interview.
- (e) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the Service or until the employee secures alternative employment, whichever ever is the sooner.
- (f) If the employee agrees to be redeployed by the Service into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (g) The Service 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.
- (h) The Service 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.
- (i) In the event that the Service determines that a position is redundant, the Service where practicable, shall firstly offer such redundancy on a voluntary basis.

- (j) Nothing in this agreement 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.
- (k) Subject to an application by the Service and further order of the Industrial Relations Commission of New South Wales, the Service may pay a lesser amount (or no amount) of severance pay than that contained in subclause (v) above if the Service obtains acceptable alternative employment for an employee.

32. SAVINGS AND TRANSITIONAL

- (i) The Service must ensure that employees engaged on incremental scales on or before 30 June 2005, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if the Service 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 Services training plan; and
 - (c) If the incremental scale provides a rate of pay less than the agreement entry level rate of pay.
- (ii)
 - (a) No employee shall receive a reduction in pay as a result of the implementation of this agreement or transfer to the Service's salary system.
 - (b) Employees who are in regular receipt of penalty rates / or shift allowances shall not suffer a reduction in their regular income as a result of the operation of Clause 14, Hours of Work.

33. LEAVE RESERVED

- (i) Leave is reserved for the parties to the agreement to apply to vary tool allowances as set out in Clause 12 (ii) of this agreement in line with the Building and Construction Industry (State) Award.
- (ii) Leave is reserved for the parties to the agreement to apply to vary the traineeship wage rates in Clause 22 in accordance with movements in the National Training Wage Award.

34. TERM AND REVIEW

- (a) Term of Agreement.
 - (i) This agreement shall operate from the date of registration and shall remain in force for a period of three (3) years.
 - (ii) The rates of pay contained in Attachment 1 to this Agreement take effect on and from the date of registration.
 - (iii) This agreement provides for a 3.25% increase in rates of pay on 1 July, 2006, 1 July, 2007 and 1 July, 2008.
 - (iv) The increases in rates of pay provided for in this agreement shall apply to the rates of pay in the Service's salary system.
 - (v) The increases in rates of pay provided for in this agreement reflect consideration of work value changes; productivity improvements and community movements.
 - (vi) The increase in rates of pay may be varied through negotiation by the parties if the CPI (weighted average of 8 capital cities) exceeds 3.25% for the previous 12 months
- (b) Review of the Agreement.
 - (i) The parties of this Agreement will review its operation eight (8) months after its implementation to ensure it is operating in a manner consistent with its objectives.

- (ii) This formal review shall not preclude the parties at any time from identifying and changing provisions, which are operating contrary to the intentions of the parties. Any amendments shall be entered into by mutual consent.

(c) Renegotiation of the Agreement.

- (i) The parties agree to commence negotiations on and endeavour to finalise a new Agreement no later than six (6) months prior to the termination of this Agreement.
- (ii) During the six months of deliberations the parties will meet in order to seek agreement/resolution of any issues.