



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION) SALARIES AND CONDITIONS
AWARD 2021**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 355020 of 2020)

Before Chief Commissioner Constant

19 January 2021

AWARD

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
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PART B

MONETARY RATES

Table 1 - Salary Scale

2. Purpose and Principles of This Award

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.
- 2.3 The parties will support chief education officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
 - (b) developing individual and collective talents;

- (c) promoting co-operation and teamwork;
 - (d) recognising individual and team contributions; and
 - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools in carrying out the government agenda;
 - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
 - (c) improve organisation-wide productivity and efficiency;
 - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
 - (e) promoting better and more satisfying jobs;
 - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools on a co-operative, continuing basis by using a consultative approach;
 - (g) maintaining essential standards of employment conditions;
 - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
 - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools, greater customer focus and commitment to quality service and to joint development of performance measures;
 - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
 - (k) improving the effectiveness of the Department.

3. Definitions

- 3.1 "Act" means the *Teaching Service Act* 1980.
- 3.2 "Chief Education Officer" means a person appointed as such by the Secretary under the Act.
- 3.3 "Department" means the Department of Education.
- 3.4 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act* 1996.
- 3.5 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.
- 3.6 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.
- 3.7 "Parties" means the Department and the ISEA.
- 3.8 "Secretary" means the Secretary, Department of Education.

4. Qualifications

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
- 4.3 Qualifications for appointment as a chief education officer will be as determined by the Secretary.

5. Salaries and Other Remuneration

- 5.1 Except as otherwise provided in subclause 5.5 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
 - (a) annual leave loading;
 - (b) travel or subsistence or motor vehicle allowances;
 - (c) allowances in relation to relocation expenses; and
 - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 shall be entitled to progress to a higher level of salary after each 12 months of service subject to satisfactory performance.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

- 5.6.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice of superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 5.6.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 5.6.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

- 5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

5.6.3.2 any administrative fees.

5.6.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

5.6.4.1 Superannuation Guarantee Contributions;

5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

6. Conditions of Employment

6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the *Teaching Service Act* 1980 or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.

6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions as provided for in clause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 Published 21 October 2016 (380 I.G. 1292), excluding the local arrangements that apply in the Department, subject to operational requirements and departmental convenience.

6.3 Deduction of Association Membership Fees.

6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.

6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.

6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.

6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.

6.3.6 Where an employee has already authorised the deduction of ISEA membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Recreation Leave

7.1 Chief education officers are entitled to four weeks recreation leave per annum.

7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.

7.3 Payment will be made at the chief education officer's salary rate at that time.

8. Deferred Salary Scheme

- 8.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 8.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

9. Performance Management and Professional Development

- 9.1 The performance of chief education officers will be reviewed in accordance with the Department's performance management and development scheme.
- 9.2 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 9.3 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 9.4 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

10. Mobility Provisions

- 10.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department.

11. Technological Change

- 11.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 11.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.
- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the chief education officer may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.

12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Secretary and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.

12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

13. Duties as Directed

- 13.1 The Secretary, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Secretary may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Secretary pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe, healthy working environment.

14. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions

- 14.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 14.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

15. No Further Claims

- 15.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2021, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;

any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*, or

a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

17. Work, Health and Safety

- 17.1 For the purposes of this subclause, the following definitions shall apply:

17.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

17.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 17.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

17.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

17.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

17.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

17.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 17.3 Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

18. Area, Incidence and Duration

- 18.1 This award covers all chief education officers employed by the Department under the Act.

- 18.2 This award replaces and rescinds the Crown Employees (Chief Education Officers - Department of Education) Salaries and Conditions Award 2020 published 8 May 2020 (387 I.G. 1060).

- 18.3 This award shall commence on and from 1 January 2021 and remains in force until 31 December 2021.

PART B**MONETARY RATES****Table 1 - Salary Scale**

Chief Education Officer	Salary from first pay period on or after 1.1.2021 \$
Increase	0.3%
Level 3	182,163
Level 2	174,661
Level 1	162,154

N. CONSTANT, *Chief Commissioner*

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(1279)

SERIAL C9214

CROWN EMPLOYEES (DEPARTMENT OF PLANNING, INDUSTRY AND ENVIRONMENT) WAGES STAFF AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Maritime, Mining and Energy Union (New South Wales Branch),
Industrial Organisation of Employees.

(Case No. 200875 of 2020)

Before Chief Commissioner Constant

10 February 2021

AWARD

PART A

1. Arrangement of Award

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
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| 3. | Parties |
| 4. | Incidence and Period of Operation |
| 5. | Workplace Reform |
| 6. | Categories of Employment |
| 7. | Rates of Pay |
| 8. | Allowances |
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| 10. | Hours of Work |
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Appendix One - Definition, Scope of Work, Level of Skill
and Quality, Safety and General Responsibilities of
Staff Members

Appendix Two - Apprentices

Appendix Three - Competency Based Promotion

PART B - RATES, AND ALLOWANCES

RATES

Table 1A - Wages Classification and Salary Schedules

Table 1B - Survey and Spatial Classification and Salary
Schedule

Table 1C - Apprentices Classification and Salary Schedule

Table 2A - Wage Related Allowances

Table 2B - Expense Related Allowances

2. Definitions

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

3. Parties

- 3.1 This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:
- NSW Department of Primary Planning, Industry and Environment.
- Industrial Relations Secretary
- Construction, Forestry, Mining and Energy Union
- (Construction and General Division) NSW Divisional Branch
- Plumbers Union NSW

Electrical Trades Union of Australia, New South Wales Branch
The Australian Worker's Union, New South Wales

4. Incidence and Period of Operation

- 4.1 This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2 This award shall take effect on 1 July 2020 and remains in force until 30 June 2021 or until varied or rescinded.
- 4.3 The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.
- 4.4 This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2019 published 28 February 2020 (386 I.G. 715).

5. Workplace Reform

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

6. Categories of Employment

- 6.1 The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:
- 6.1.1 for a specified term ("temporary employee"); or
 - 6.1.2 for the duration of a specified task ("temporary employee"); or
 - 6.1.3 for duties that are irregular, intermittent, short-term, urgent or other work as and when required ("casual employee").

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

7. Rates of Pay

- 7.1 The classifications and salary rates are set out in Table 1 - Wages Classification and Salary Schedules of this Award.
- 7.2 The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.
- 7.3 Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.
- 7.4 Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award in Table 2A:
- 7.4.1 Stonemason-carvers in item 28
 - 7.4.2 Electricians in item 29
 - 7.4.3 Plumbers (Welders special) in item 30

8. Allowances

- 8.1 In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees except as provided by this Award. This is to simplify administration and provide consequent savings.
- 8.2 Specific conditions relating to items listed below shall operate as provided by this clause:
- 8.2.1 Excess Fares and Travelling Time
 - 8.2.2 Distant Work
 - 8.2.3 Payment for Loss of Tools
 - 8.2.4 Tool Allowance
- 8.3 Fares and Travelling Time
- 8.3.1 An allowance listed in Table 2B, item 44, comprising of an amount for fares and for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.
 - 8.3.1.1 An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.
 - 8.3.1.2 Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.
 - 8.3.2 Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance listed in Table 2 B at item 43.
 - 8.3.3 An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.
 - 8.3.4 The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.
- 8.4 Distant Work
- 8.4.1 The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.
 - 8.4.2 For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

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

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

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

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

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

8.5 Payment for Loss of Tools

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

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

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

8.5.4 Provided that for the purposes of this subclause:

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

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

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

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

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

8.6 Tool Allowance

8.6.1 Tool Allowances payable to Wages Staff shall be those set out in Table 2B:

8.6.1.1 Item 39:

- Carpenter/Joiner

- Stonemason-carver
- Stonemason
- Plumber
- Electrician
- Plasterer

8.6.1.2 Item 40:

- Bricklayer

8.6.1.3 Item 41:

- Slater & Tiler

8.6.1.4 Item 42:

- Painter

8.7 All Purpose Payment in Lieu of Certain Allowances

8.7.1 The provisions of this subclause do not apply to:

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

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

8.7.2 All allowances set out in clauses 4 and 5, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

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

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (40) Asbestos
- (43) Asbestos Eradication

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

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

8.7.3.2 For slaters, plumbers and plumbing apprentices, as listed in Table 2A, item 32.

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

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

the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

8.8 Thermostatic Mixing Valves Allowance

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

8.9 Driving Van Allowance

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

8.10 Allowances Review

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

8.10.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

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

9. Pay Arrangements

9.1 Fortnightly Payment

9.1.1 Employees shall be paid fortnightly.

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

9.2 Leave Loading

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

10. Hours of Work

10.1 Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.

10.2 Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.

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

11. Overtime

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

12. Career Development and Training

- 12.1 The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:
- 12.1.1 assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.
 - 12.1.2 assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;
 - 12.1.3 ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills.
- 12.2 The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.

Approved training will be conducted without loss of pay.

13. Rostered Days Off

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

14. Performance Management

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

15. Relocation Package

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

16. Leave

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

16.1.1 Annual Leave Loading

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

16.1.2 Family and Community Service Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.1.3 Sick Leave

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

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

16.1.4 Paid Parental Leave

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

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

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

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

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

Parental leave is available to male or female staff.

16.1.5 Paid Maternity or Adoption Leave

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

16.1.6 Extended Leave after 7 Years' Service

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example an employee with 7 years' service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-5 of the Public Service Industrial Relations Guide.

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

16.1.7 Double Pay Extended Leave

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

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

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

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

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

16.1.8 Public Holidays Whilst On Extended Leave

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

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

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

17. Grievance and Dispute Resolution

- 17.1 Subject to the provisions of the *Industrial Relations Act* 1996, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2 An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 17.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 17.4 If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.
- 17.5 If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.6 An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
- 17.7 Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.8 Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

18. Anti-Discrimination

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

19. Consultative Arrangements

- 19.1 The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.
- 19.2 The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.
- 19.3 The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 19.4 The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 19.5 Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:

Construction, Forestry, Mining and Energy Union (Construction and General Division), NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

Australian Workers' Union, Greater New South Wales Branch

19.6 Mass Meetings

19.6.1 Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

19.7 The Department shall consult with the Unions prior to the introduction of any technological change.

20. Workplace Representatives

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

20.2 Trade Union Training

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

21. Deduction of Union Subscriptions

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

22. Private Use of Business Vehicles

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

23. Relationship to Awards, Agreements etc.

23.1 This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.

23.2 In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award, clause 8, Allowances

24. Award Safety Net

24.1 If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that

payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.

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

25. Leave Reserved

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

26. Assistance with Public Transport

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

APPENDIX ONE

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

Levels 1 to 6

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

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

<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site.</p> <p>Anticipates and plans for constant changes to the work environment.</p>
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<p>5 (105%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment.</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>
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<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
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Level 7 to 9

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

<p>9 (126%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p> <p>Demonstrate supervisory skills beyond those of a Level 8 employee.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>
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Level 10

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

Level 11 to 12

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

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

Level 10

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

Level 11 to 12

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

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

APPENDIX TWO**APPRENTICES**

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

1. Leave

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

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

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

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

4. Electrical Trade Apprentices

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

Apprentices to the electrical/electronic trades shall be paid the Tool Allowance in clause 8.6.1.1 at item 39 of Table 2B - Expense Related Allowances, of this Award, in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

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

6. All Purpose Payment in Lieu of Certain Allowances

All allowances set out in clauses 4 and 5, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award, shall not be paid to apprentices.

At clause 4, Allowances, all subclauses except:

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

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

For all Heritage and Building Services Group apprentices, other than plumbing apprentices, shall be as listed in Table 2B, Item 31.

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

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

APPENDIX THREE

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

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

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

BUILDING GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

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

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

HERITAGE SERVICES GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

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

STONEMASONS

For the above purposes, complicated stones are those that:

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

Examples include:

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

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

LABOURERS

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

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling

Rendering

Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

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

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

GENERAL

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

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

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

PART B

RATES & ALLOWANCES

Rates

From the first full pay period on or after 1 July 2020, the rates of pay set out under the heading 2020/21/shall be payable. These rates represent a 0.3% wage increase from 1 July 2020.

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

Table 1 A - Wages Classification and Wage Schedules

Item	Award Code	Clause	Description		2019/20	2020/21
Percentage increase for wage and wage related allowances					2.50%	0.3%
1	1279	7.1	Level 1	92%	2,058.50 pf	2,064.70 pf
2	1279	7.1	Level 2	95%	2,127.20 pf	2,133.60 pf
3	1279	7.1	Level 3	97.50%	2,185.30 pf	2,191.90 pf
4	1279	7.1	Level 4	100%	2,237.40 pf	2,244.10 pf
5	1279	7.1	Level 5	105%	2,363.60 pf	2,370.70 pf
6	1279	7.1	Level 6	110%	2,461.30 pf	2,468.70 pf
7	1279	7.1	Level 7	115%	2,573.30 pf	2,581.00 pf
8	1279	7.1	Level 8	120%	2,684.80 pf	2,692.90 pf
9	1279	7.1	Level 9	126%	2,819.50 pf	2,828.00 pf
10	1279	7.1	Level 10 Step 1	133%	2,967.00 pf	2,975.90 pf
11	1279	7.1	Level 10 Step 2	135%	3,030.60 pf	3,039.70 pf
12	1279	7.1	Level 11 Step 1	139%	3,119.30 pf	3,128.70 pf

13	1279	7.1	Level 11 Step 2		3,185.50 pf	3,195.10 pf
14	1279	7.1	Level 11 Step 3	147%	3,301.60 pf	3,311.5 pf
15	1279	7.1	Level 12 Step 1	152%	3,404.20 pf	3,414.40 pf
16	1279	7.1	Level 12 Step 2	156%	3,503.80 pf	3,514.30 pf

Table 1B - Survey and Spatial Classification and Wage Schedules

Item	Award Code	Clause	Description		2019/20	2020/21
Percentage increase for wage and wage related allowances					2.50%	0.3%
17	1279	7.1	Survey and Spatial Classification - Level 1	92%	2,058.50 pf	2,064.70 pf
18	1279	7.1	Survey and Spatial Classification - Level 2	95%	2,127.20 pf	2,133.60 pf
19	1279	7.1	Survey and Spatial Classification - Level 3	97.50%	2,185.30 pf	2,191.90 pf
20	1279	7.1	Survey and Spatial Classification - Level 4	100%	2,237.40 pf	2,244.10 pf

Table 1C - Apprentice Classification and Wage Schedules

Item	Award Code	Clause	Description		2019/20	2020/21
Percentage increase for wage and wage related allowances					2.5%	0.3% %
Three Year Program						
21	1279	7.1	Apprentice 3 Year 1		1,393.80 pf	1,398.00 pf
22	1279	7.1	Apprentice 3 Year 2		1,751.60 pf	1,756.90 pf
23	1279	7.1	Apprentice 3 Year 3		2,001.30 pf	2,007.30 pf
Four Year Program						
24	1279	7.1	Apprentice 4 Year 1		1,087.90 pf	1,091. 20 pf
25	1279	7.1	Apprentice 4 Year 2		1,393.80 pf	1,398.00 pf
26	1279	7.1	Apprentice 4 Year 3		1,751.60 pf	1,756.90 pf
27	1279	7.1	Apprentice 4 Year 4		2,001.30 pf	2,007.30 pf

Table 2A - Wage Related Allowances

Item	Award Code	Clause	Description		2019/20	2020/21
Percentage increase for wage and wage related allowances					2.5%	0.3%
Special Allowances						
28	1279	7.4.1	All-purpose special allowance - Stonemason-carvers		149.70 pf	150.20 pf
29	1279	7.4.2	All-purpose special allowance - Electricians		149.70 pf	150.20 pf
30	1279	7.4.3	All-purpose special allowance - Plumbers		23.60 pf	23.70 pf
All Purpose Allowances						
31	1279	8.7.3.1	All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer		62.70 pf	62.90 pf
32	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices		70.50 pf	70.70 pf

Other Allowances					
33	256		Electrician Licence	51.80 pw	52.00 pw
34	256		Plumber, Gasfitters, Drainers License	2.55 ph	2.60 ph
35	256		Registration allowance	1.03 pd	1.03 pd
36	256		First Aid allowance	3.64 pd	3.65 pd
37	1279	8.8.1	Thermostatic mixing valves allowance	0.71ph	0.71 ph
38	1279	8.9.1	Driving van allowance	2.90 pd	2.90 pd

Table 2B - Expense Related Allowances

Item	Award Code	Clause	Description	2019/20	2020/21
39	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	65.80 pf	67.10 pf
40	1279	8.6.1.2	Tool Allowance for: Bricklayer	47.00 pf	47.90pf
41	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	34.20 pf	34.90 pf
42	1279	8.6.1.4	Tool Allowance for: Painter	16.00 pf	16.30 pf
43	1279	8.3.2	Private vehicle use	0.81 per km	0.83 per km
44	1279	8.3	Fares and Travelling Time	25.60 pd	26.10 pd
45			(fares)	15.40 pd	15.70 pd
46			(travelling time)	10.20 pd	10.40 pd
47	1279	8.4.7	Distance work - transporting tools	24.70pd	25.20 pd
48	1279	8.4.8.1	Distance work - per day	76.60 pd	78.10 pd
49	1279	8.4.8.2	Distance work - per week	536.10 pw	546.80 pw
50	1279	8.5.1	Loss of tools	1907.10 pd	1945.20 pd

Method of Adjustment**Wages - fortnightly rates**

Fortnightly wage rates are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount.

Allowances

Wage related allowances (such as a first aid allowance) are increased by 0.3 per cent.

Fortnightly and weekly allowances are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount. Daily, hourly and per shift allowances are rounded to the nearest cent.

Expense related allowances (such as meal and travelling allowances) are in accordance with the Crown Employees (Skilled Trades) Award (Award code 256).

N. CONSTANT, *Chief Commissioner*

CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(Case No. 199556 of 2020)

Before Chief Commissioner Constant

23 February 2021

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Rostered Days Off
4.	Payment of Wages
5.	Rates of Pay
6.	Parties Bound
7.	Savings of Rights
8.	Relationship to Acts/Awards for Apprenticeships
9.	Union Subscriptions
10.	Fleet Tradespersons Multi-skilling
11.	FVR Classification Structure & Labour Flexibility
12.	Additional Wage Rates
13.	Special Rates
14.	Team Leader Allowance and Higher Duties
15.	Higher Grade Pay
16.	Authorised Heavy Vehicle Allowance
17.	On Call Allowance
18.	Tool Allowance
19.	Apprentice Tool Loan
20.	Fire Equipment Allowance
21.	Apprentice to Tradesperson
22.	Overtime and Penalty Rates
23.	Meal Allowance
24.	Travelling Time and Fares
25.	Travelling Expenses
26.	Annual Leave
27.	Annual Leave Loading
28.	Holidays
29.	Long Service Leave
30.	Sick Leave
31.	Bereavement Leave
32.	Clothing
33.	Insurance of Tools
34.	Procedure on Charge
35.	Anti-Discrimination
36.	Term of Employment

37. Grievance and Dispute Resolution Procedures
38. Personal/Carer's Leave - August 1996
39. Maternity Leave
40. Parental Leave
41. Adoption Leave
42. Family and Community Service Leave
43. Trade Union Leave
44. Supplementary Labour
45. Salary Packaging Arrangements
46. Calculations
47. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances - from the Crown Employees (New South Wales Fire Brigade - Maintenance, Construction and Miscellaneous new award

Table 3 Allowances - from NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

PART A

1. Definitions

"Commissioner" means the Commissioner of Fire & Rescue NSW (FRNSW) holding office as such under the *Government Sector Employment Act 2013*, or his/her delegate.

"Industrial Relations Secretary" means the employer for industrial purposes pursuant to the *Government Sector Employment Act 2013*.

"Discharge" means termination of service with FRNSW as a consequence of retrenchment, reorganisation or shortage of work or other reason for which the employer may not be entirely responsible.

"Dismissed" means termination of service with FRNSW for inefficiency, neglect of duty, or misconduct.

"Employee" means all persons who are permanently or temporarily employed under the *Government Sector Employment Act 2013* and who, as at the operative date of this Award, occupy one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

"Fire Vehicle Repairer" this classification is an amalgamation of the following classifications: Automotive Electrical; Motor Mechanic; Painter (Vehicle); Fitter and Body Maker. Each of the individual classifications receive an appropriate tool allowance in addition to the wage for a Fire Vehicle Repairer.

"FRNSW" or "Employer" means Fire & Rescue NSW.

"Headquarters" means any office, workshop, store, depot, or other place of employment at which an employee is regularly required to work or from which the employee's work is directly controlled and to which the employee has been attached.

"Resignation" means voluntarily leaving the service of FRNSW.

"Skilled Trades Award" means the Crown Employees (Skilled Trades) Award.

"Union" means the:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch)

having regard for their respective coverage.

2. Hours

2.1 The ordinary working hours of employees shall not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by FRNSW.

2.1.1 The ordinary working hours of Fire Vehicle Repairers shall not exceed 76 hours per fortnight, to be worked not exceeding 8.5 hours per day, as determined by FRNSW.

2.2 The ordinary working hours of cleaners shall not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by FRNSW.

2.3 FRNSW may require an employee to perform duty beyond the hours determined under subclause 2.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

2.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,

2.3.2 any risk to employee health and safety,

2.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,

2.3.4 the notice (if any) given by FRNSW regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or

2.3.5 any other relevant matter.

3. Rostered Days Off

3.1 The Rostered Day Off (RDO) provisions of clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all employees employed in the Communications Section. The same provisions, but as varied by the provisions of subclauses 3.2, 3.3, 3.4, 3.5 & 3.6, shall apply to all other employees covered by this Award.

3.2 RDO shall be taken in accordance with the roster. Those staff who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.

3.3 RDO are to be taken as and when they fall due unless a special arrangement is agreed to pursuant to sub clause 3.6.3 or;

3.3.1 under exceptional circumstances, where the clearing of the RDO day may be delayed, with prior approval.

3.4 Appropriate records will be kept by the Department of the dates on which each employee takes a RDO. Such records will be available for perusal by the employee on request.

- 3.5 Where an employee is asked and elects to work on the pre-determined RDO, in accordance with subclause 2.1 of clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the employee's only entitlement for working on the RDO.
- 3.6 Employees may elect, with the consent of the employer, to take a rostered day off at any time.
- 3.6.1 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 3.6.2 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 3.6.3 This subclause is subject to the employer informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

4. Payment of Wages

- 4.1 All wages shall be paid fortnightly and payment shall be into a bank account specified by the employee, or other financial institutions acceptable to FRNSW and Unions.
- 4.2 Wages shall be paid not later than Thursday in any pay week.

5. Rates of Pay

- 5.1 Adult Employees - The minimum weekly rate of pay for each classification shall be as expressed in Table 1 - Wages, of Part B, Monetary Rates, and is payable for all purposes of the Award. This amount incorporates the following; Basic Wage, Margins, Special Loadings, Trades Allowance and Industry Allowance.
- 5.2 Juniors - The unapprenticed juniors employed by FRNSW shall be paid the following percentages of the appropriate classifications:

Age	Percentage per week (%)
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

6. Parties Bound

- 6.1 This Award is binding upon the Industrial Relations Secretary and Fire & Rescue NSW and the following industrial organisations of employees:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

7. Savings of Rights

- 7.1 Except as provided for by this Award, no employee shall suffer a reduction in the employee's rate of pay or any loss or diminution of the employee's conditions of employment as a consequence of the amalgamation of the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008 and the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award.

8. Relationship to Acts/Awards for Apprenticeships

- 8.1 In regards to Apprentices, this Award shall also be read and interpreted in conjunction with:
- 8.1.1 the *Apprenticeship and Traineeship Act 2001*, provided that where there is any inconsistency between this Act and this Award, the Act shall prevail to the extent of any inconsistency.
- 8.2 The Skilled Trades Award (as defined) provided that where there is any inconsistency between this Award and the Skilled Trades Award, this Award shall prevail to the extent of any inconsistency.

9. Union Subscriptions

- 9.1 The Department agrees, subject to prior written authorisation by an employee, to deduct Union subscriptions from the pay of the authorising employee, in accordance with Treasury Guidelines.

10. Fleet Tradespersons Multi-Skilling

- 10.1 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, the Department shall, where possible, coordinate and make available work of a similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.
- 10.2 The work of a "similar nature and skill" referred to in subclause 10.1, shall where appropriate be made available to Apprentices for the purposes of overtime.
- 10.3 Employees will identify and select spare parts as required from the store during normal work hours and after hours. When using parts from the store the employees will record parts usage, utilising the systems provided which may be written or electronic. Where necessary employees will provide information as required to assist in parts identification and provide the part number itself with reference to manuals - paper and electronic.
- 10.4 Appliance servicing will continue in Station on a State-wide basis.

11. FVR Classification Structure and Labour Flexibility

- 11.1 Fire Vehicle Repairers (FVR) employed by FRNSW perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and mechanical repairs. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.
- 11.2 In recognition of the skills and knowledge brought to the performance of tasks by FVR's, the following classification structure is to be applied from the first full pay period to commence on or after the 1 July 2018. Levels 2, 3 and 4 however, cannot be accessed earlier than the date this Award is varied in 2018.

Fire Vehicle Repairer	Definition	% of Weekly Wage
Level 1	Holds relevant Trades certificate	100%
Level 2	Required to use skills/knowledge of other trades of 120 hours & at completion of 12 months continuous service	105%
Level 3	Required to use skills/knowledge of other trades of 240 hours	110%
Level 4	Required to use skills/knowledge of other trades of 360 hours	115%

Note: Actual rates are shown in Part B and will be increased with annual movements to wage and wage related allowances.

11.3 Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

11.3.1 Approved Courses - are TAFE courses and any others that FRNSW approves, in consultation with the relevant Union. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc.).

Placement

11.4 FRNSW will determine where each tradesperson should be placed within the classification structure, in consultation with the relevant Union.

11.4.1 This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of FVR's in employment as at 1 July 2018, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

11.4.2 Where the FVR in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression

11.5 Progression to classification levels 2, 3 and 4 is to be on the basis of the FVR in question having successfully undertaken at least 120 hours of additional approved course(s), and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

11.5.1 FRNSW will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

11.5.2 FVR's at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course(s) in order to continue to be paid the higher classification level.

Equivalent Skills

11.6 For the purposes of progression under the foregoing clause, FRNSW, in consultation with the relevant Union, may determine that the skills/knowledge possessed by and regularly required of a FVR who was in employment as at 1 July 2018, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the FVR in question be credited with hours equivalent to that of the relevant approved course(s).

No Double Counting

11.7 There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made.

Leading Hand Allowances

- 11.8 Leading hand allowances, where applicable, will be paid in addition to the skill based increment of the tradesperson in question.

Disputes

- 11.9 The Grievance and Dispute Resolution Procedures of this award should be utilised if any disputes arise concerning implementation of this clause.

12. Additional Wage Rates

- 12.1 Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.

13. Special Rates

- 13.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.
- 13.2 Height Pay - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 2 of Special Rates in Table 3. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the *Scaffolding and Lifts Act 1912*. An additional amount set in Item 2 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 2 of Special Rates in Table 3.
- 13.3 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 2 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 2.
- 13.4 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- 13.5 Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

14. Team Leader Allowance and Higher Duties

- 14.1 The Team Leader Allowance as provided for in Table 3 of this Award is in compensation for an employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.
- 14.2 An employee covered under this Award engaged for more than five consecutive weekdays, on duties carrying a higher rate than employee's ordinary classification or entitling the employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be.
- 14.3 Where payment of the Team Leader allowance is due because of a temporary vacancy of more than five days, acting up will not be distributed to employees or paid in increments of less than 5 days per employee. Provided the employee actually acts up for 5 or more consecutive days.

15. Higher Grade Pay

- 15.1 An employee engaged for more than five consecutive weekdays, on duties carrying a higher rate than the employee's ordinary classification or entitling the employee to a Team Leader Allowance shall be paid the higher rate or allowance as the case may be.
- 15.2 Employees covered under this Award, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector - Salaries 2008) Award, or successor, carrying a higher rate than the employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such employee was acting in the higher graded position). This includes an employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.

16. Authorised Heavy Vehicle Allowance

- 16.1 An Authorised Heavy Vehicle Inspectors allowance is paid to employees covered under this Award who have successfully completed the Transport Roads and Maritime Services training course and therefore have been issued with a Heavy Vehicle Inspectors Number.
- 16.2 The Heavy Vehicle Inspectors allowance is provided for in Table 3 of this Award and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.
- 16.3 As directed by the department, suitably qualified fire vehicle repairers covered by this award will be required to obtain and maintain a Heavy Vehicle Inspector Number and undertake inspections as required as part of their normal duties.

17. On Call Allowance

- 17.1 An On Call Allowance is paid to employees covered under this Award who are working On Call as part of the normal roster or have been directed to work On Call. Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 17.2 The On Call allowance provided for in Table 2A of this Award shall apply to all employees except those provided for in subclause 17.3.
- 17.3 The On Call allowance provided for in Table 2b of this Award shall apply only to Fire Vehicle Repairers.
- 17.4 The On Call allowance at subclause 17.3 comes into effect from the date this Award is varied in 2018.
- 17.5 The On Call allowances at subclauses 17.3 and 17.4 are subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

18. Tool Allowance

- 18.1 Employees of any of the following classifications shall be paid in addition to all other payments to which they are entitled under this Award, a Tool Allowance of the amount per week assigned to the classification as set out in the Tool Allowance Table of Table 3 - Allowances.

Classification

Bodymaker
Motor Mechanic
Painter (Vehicle)
Panel Beater
Automotive Electrician
Electronic Technician

Instrument Maker
Radio Mechanic
Telephone Mechanic
Fitter
Electronic Tradesperson
Fire Vehicle Repairer

Apprentices

Motor Mechanic
Automotive Electrician
Fitter
Electronic Technician

19. Apprentice Tool Loan

- 19.1 All new Apprentices to whom clause 5, Tool Allowance, of the Skilled Trades Award (as defined) applies, shall be entitled to apply to the Department for a zero interest loan up to the value of \$1500.00 for the purpose of equipping themselves, with the pre-requisite tools and equipment for their classification.
- 19.2 On behalf of each new Apprentice, the Department will purchase the required tools and equipment from the Department's recommended supplier.
- 19.3 The selection of tools and equipment shall be those identified by the Department or the Team Leader in charge of the Apprentice.
- 19.4 Upon commencement of employment, each Apprentice shall be issued with the pre-requisite tools and equipment for their trade classification. On receipt of the tool issue, title and ownership of the tools shall become the responsibility of the Apprentice.
- 19.5 Repayment of the loan shall be recouped by the Department, from the Apprentice's weekly tool allowance entitlement. The repayment amount shall equate to the maximum value of the weekly tool allowance entitlement as prescribed by this Award and or clause 5 of the Skilled Trades Award (as defined), as varied.
- 19.6 If for any reason, an Apprentice's employment is terminated prior to full repayment of the loan, the Apprentice shall be liable to repay to the Department the outstanding balance of the loan owing. In this regard, the Department shall be entitled to deduct from the Apprentice's termination payments the value of any outstanding loan.

20. Fire Equipment Allowance

- 20.1 This allowance only applies to Tradespersons in the Fleet and Communications Section.
- 20.1.1 Employees with a minimum of twelve (12) months continuous service covered by this Award shall be paid a fire equipment allowance as set out in Table 3 of this Award, as varied by the provisions of subclause 20.1.2.
- 20.1.2 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Table 3 of this Award after a minimum of twelve (12) months continuous service.

21. Apprentice to Tradesperson

- 21.1 An Apprentice who completes a full four-year apprenticeship with FRNSW and then is appointed as a Tradesperson, will commence payment as a Fire Vehicle Repairer at the thereafter rate of pay.

22. Overtime and Penalty Rates

- 22.1 Subject as otherwise provided in this Award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours, and double time thereafter.
- 22.2 Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.
- 22.3 All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency an employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- 22.4 All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.
- 22.5 For the purpose of computing the hourly rate the weekly rate shall be divided by the number of ordinary hours per week prescribed for each employee.
- 22.6 An employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- 22.7 The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the employee.
- 22.8 An employee working overtime shall be allowed a meal break of 20 minutes to be paid for at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the employee is required to work at least a further 1 hour after the said 4 hours actually worked.
- 22.9 An employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- 22.10 Call back - Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 22.11 An employee may be directed by the FRNSW to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 22.11.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 22.11.2 any risk to employee health and safety,
 - 22.11.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 22.11.4 the notice (if any) given by the FRNSW regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 22.11.5 any other relevant matter.

23. Meal Allowance

- 23.1 An employee required to work overtime for one and a half hours or more shall be paid the amount set in Item 1 of Meal Allowance in Table 3 for a meal and after the completion of each four hours on continuous overtime shall be paid the amount also set in Item 2 of Meal Allowance in Table 3 for each

subsequent meal in addition to his overtime payment, but such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

- 23.2 An employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

24. Travelling Time and Fares

- 24.1 An employee shall be required to proceed to his headquarters and to return to his or her home at ordinary starting and ceasing time at least once on each ordinary working day in the employee's own time and expense.
- 24.2 An employee other than an employee classified as a builder's labourer and who is required to work temporarily or is transferred to work temporarily at a point distant from his or her headquarters shall be paid travelling time for such period at the rate set out in Item 1 of Travelling Time and Other Fares in Table 3 for each day to compensate for excess fares and travelling time to and from places or work, provided that the allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employee in which case an allowance also set in Item 2 of Travelling Time and Other Fares in Table 3 per day shall be paid.
- 24.3 An employee classified as a labourer-builder shall be paid the amount also set in Item 1 of Travelling Time and Other Fares in Table 3 per day as a fare allowance and travelling allowance for travel patterns and costs peculiar to the industry which includes mobility requirements on employees and the nature of employment on construction work.
- 24.4 Subject to the foregoing provisions, a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using public conveyance.
- 24.5 Excess travelling time and fares shall not be payable in the case of an employee permanently transferred or appointed to a new headquarters, in which case the new location shall become headquarters for the purpose of this clause from the date of attachment to the new location.
- 24.6 Where an employee is sent during working hours from one location to another, the FRNSW shall pay all travelling time and fares incurred in addition to the amount it may be liable to pay under this clause.

25. Travelling Expenses

- 25.1 An employee while travelling upon the business of FRNSW away from their accustomed workshop shall be paid:
- 25.1.1 Reasonable expenses incurred for accommodation and meals whilst so travelling.
- 25.1.2 The cost actually incurred for travel by aircraft, rail, road, boat or otherwise.
- 25.1.3 Vouchers shall show the employee's movements on each day and state times of his or her departure and arrival.
- 25.1.4 Travelling expenses to be incurred pursuant to this clause shall, if requested, be paid to the employee concerned in cash on the last working day prior to departure.
- 25.1.5 The meal, accommodation and incidental allowances expressed in NSW Treasury Circulars will be adjusted on 1 July regardless of the date of the issuing of the Circular by the NSW Treasury. The amounts will be in line with the corresponding allowance amounts for the appropriate financial year published by the Australian Taxation Office (ATO).

26. Annual Leave

- 26.1 Every employee shall be entitled to four weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence. This clause governs the time in which past Annual Leave accrual should be taken with the exception provided for in subclause 26.6. In other words, an employee should work towards taking their Annual Leave from the year before in the first 6 months of the following year, however if there are reasons to the satisfaction of the employee and management of why this cannot be accomplished, then subclause 26.6 provides for flexibility.
- 26.2 Where an employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the employee's ordinary weekly rate payable at the date of the termination of service.
- 26.3 After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.
- 26.4 The Annual Leave provisions of clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 26.5 and 26.6 to all employees covered by this Award.
- 26.5 Annual Leave shall be subject to pre-approval at least 5 weekdays prior and if approved may be taken in consecutive or single days.
- 26.6 The parties agree to jointly work towards reducing each employee's accrual of Annual Leave to the accumulation of twenty (20) days plus the current year's entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

27. Annual Leave Loading

- 27.1 Employees shall be granted an annual leave loading equivalent to 17 1/2 per cent of four weeks' ordinary salary or wages.
- 27.2 The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion sufficient annual leave is taken to permit an absence from duty of at least two consecutive weeks after 1 December in any year.
- 27.3 The loading will apply only to leave accrued in the year ending the preceding 30 November, up to a maximum of four weeks. Leave and salary records are then to be endorsed to indicate that payment of the annual leave loading for the year ended 30 November previous has been made.
- 27.4 In the event of no such absence occurring by 30 November of the following year, the employee being still employed, is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November to the previous leave year notwithstanding that the employee has not entered on leave. The leave and salary records are to be endorsed to indicate that payment of the annual leave loading for the previous leave year has been made.
- 27.5 There shall be a leave year ending 30 November in every year. The above scheme will first apply to leave taken on or after 1 December 1974, being leave accrued during the 12-month period to 30 November 1974.
- 27.6 The annual leave loading is not payable when an employee is granted annual leave to the employee's credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- 27.7 Broken service during a year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.

- 27.8 Rate of Payment - The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by Award, agreement, determination, national wage case decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by Award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
- 27.9 Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- 27.10 In the case of an employee sent on annual leave pending an inquiry into the employee's services, the annual leave loading is not to be paid.
- 27.11 Retrospective payments will be made to employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

28. Holidays

- 28.1 Subject to subclause 28.2 of this clause, the days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday (in lieu of picnic days), Labour Day, Christmas Day, Boxing Day and/or specially proclaimed holidays in any year are observed shall be holidays. An employee shall be entitled to these holidays without loss of pay.
- 28.2 An employee who is absent from duty without reasonable cause on the working day prior to and/or the working day following any holiday shall not be entitled to payment for such holiday.

29. Long Service Leave

- 29.1 Long Service Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
- 29.1.1 After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
- 29.1.2 After service in excess of 10 years:
- 29.1.2.1 leave pursuant to paragraph 29.1.1, of this subclause; and
- 29.1.2.2 in addition, an amount of leave proportionate to the length of service after 10 years.
- 29.1.3 Long Service Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.
- 29.2 Where the service of an employee with at least 5 years' service and less than 7 years' service is terminated by FRNSW for any reasons or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.
- 29.3 In the event of the death of an employee the value of long service leave due shall be paid to such dependants as FRNSW shall determine.
- 29.3.1 In the event of the termination of the employment of an employee for any reason other than death the money value of long service leave due to the employee shall be paid to such employee as a gratuity.
- 29.3.2 Long service leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the FRNSW as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such leave shall be given to the

FRNSW by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.

29.4 Notwithstanding anything elsewhere provided by this clause:

29.4.1 employees may apply to take pro-rata Long Service leave after the completion of (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.

29.4.2 employees may apply to take a period of Long Service leave at double pay provided that:

29.4.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.

29.4.2.2 The employees' leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

29.4.2.3 Other leave entitlements, e.g. recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.

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

29.4.3 Where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of leave.

29.4.4 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

30. Sick Leave

30.1 An employee shall be allowed 15 working days sick leave with pay within each 12 months period of entitlement; provided, however, that all such sick leave in excess of two days within each period shall only be granted on the submission of a medical certificate which shall be to the satisfaction of FRNSW.

30.2 Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.

30.3 Where an employee with ten or more years' service has taken all sick leave entitlement, FRNSW may, at its discretion, grant further sick leave with or without pay.

31. Bereavement Leave

31.1 In no way restricting the right of FRNSW to grant leave for compassionate reasons in other circumstances, an employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding two ordinary working days. Proof of such death, shall, if requested, be furnished by the employee to the satisfaction of FRNSW; provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.

31.2 For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto spouse.

31.3 Bereavement entitlements for casual employees

31.3.1 Subject to the evidentiary and notice requirements in clause 31.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 38.1.3 of clause 38, Personal/Carers Leave - August 1996.

31.3.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

31.3.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

32. Clothing

32.1 Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.

32.2 Clothing or other articles shall be issued to such employee as FRNSW approves where in its opinion such clothing or article is necessary for:

32.2.1 Uniformity of appearance,

32.2.2 Protection against material which destroy or damage ordinary clothing,

32.2.3 Protection against weather, and

32.2.4 Protection against injury to the employee.

32.3 An employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.

32.4 An employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.

32.5 An employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the employee's misuse or negligence or pay such amount in respect thereof which the FRNSW shall determine.

32.6 Where full uniform is supplied by FRNSW and is required to be worn by an employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the FRNSW.

33. Insurance of Tools

33.1 In respect of those employees entitled under this Award to a tool allowance FRNSW shall insure, and shall keep insured against loss or damage by fire whilst on the employer's premises, such tools of the employee which are used by him/her in the course of his/her employment. The employee shall if requested to do so furnish FRNSW with a list of his/her tools so used.

33.2 Any such employee shall be entitled to be reimbursed for the loss of tools up to the value set out in Item 1 of Insurance of Tools of Table 3, provided such tools are lost by theft from a breaking and entering outside working hours while the tools are stored at the FRNSW's direction on the job.

34. Procedure on Charge

- 34.1 When an employee is summoned to appear before a Senior Officer or before FRNSW on a charge, appeal, or other formal inquiry not being a preliminary investigation, the employee shall be given particulars; in writing, of the charge or allegation if any, against the employee at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry and shall be allowed access, personally or by a representative duly authorised by the employee in writing to all or any of the official papers, correspondence or reports of the FRNSW relating to the charge, appeal or subject to the said inquiry.
- 34.2 The employee also shall be allowed to give and call evidence on the employee's own behalf and to hear all evidence given.
- 34.3 If an employee so requests, the employee may be represented by an Officer of the union before such senior officer of the FRNSW on all such occasions.
- 34.4 No adverse report about an employee shall be placed among the records or papers relating to the employee or noted thereupon unless the employee concerned shall have been shown the said report which shall be evidenced by the employee's signature thereupon unless the employee refuses to sign in which case the union shall be notified by the FRNSW in writing within seven days of such refusal, and shall have been given an opportunity of replying to the report. If the employee so desires a reply shall be in writing, which, together with the adverse report, also shall be placed amongst the records or papers relating to the employee or shall be noted thereupon.
- 34.5 Where FRNSW has for its own purpose caused a transcript copy of proceedings on a charge, appeal or formal inquiry to be taken, a copy of such transcript shall be supplied, free of cost, to the employee concerned, if during the hearing or at the termination of the proceedings a request therefore in writing is made by the employee.
- 34.5.1 After the Senior Officer has announced the recommendation or when the FRNSW has made its decision as the result of a charge or an appeal the employee concerned shall be informed thereof in writing within 7 days after such announcement or decision has been made or has been given as the case may be.

35. Anti-Discrimination

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

- 35.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 35.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 35.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
- 35.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides;
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

36. Term of Employment

- 36.1 An employee shall give to FRNSW and FRNSW shall give to an employee two weeks' notice of termination of employment, such notice to be given from a normal pay day. This shall not affect the right of FRNSW to dismiss any employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- 36.2 For the purposes of meeting the needs of the industry, FRNSW may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in this Award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.
- 36.3 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:
- 36.3.1 An employee shall continue working until such time as the officer in charge orders the employee to cease work.
- 36.3.2 An employee shall stand by as directed by the officer in charge.
- 36.3.3 An employee shall report for duty as directed.
- 36.4 The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.
- 36.5 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.
- 36.6 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- 36.6.1 No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.
- 36.6.2 FRNSW shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

37. Grievance and Dispute Resolution Procedures

- 37.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 37.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 37.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 37.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.
- 37.5 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- 37.6 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 37.7 A staff member, at any stage, may request to be represented by their Union.
- 37.8 The staff member or the Union on their behalf or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 37.9 The staff member, Union, FRNSW and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 37.10 Whilst the procedures outlined in subclauses 37.1 to 37.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

38. Personal/Carer's Leave - August 1996

- 38.1 Use of Sick Leave -
- 38.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 38.1.3 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 30 of the Award, 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.
- 38.1.2 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.
- 38.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 38.1.3.1 the employee being responsible for the care of the person concerned; and

38.1.3.2 the person concerned being:

38.1.3.2.1 a spouse of the employee; or

38.1.3.2.2 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

38.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

38.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

38.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

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

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

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

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

38.2 Unpaid Leave for Family Purpose -

38.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 38.1.3 above who is ill.

38.3 Time Off in Lieu of Payment for Overtime -

38.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

38.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

38.3.3 If, having elected to take time as leave in accordance with paragraph 38.3.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

38.3.4 Where no election is made in accordance with paragraph 38.3.1, the employee shall be paid overtime rates in accordance with the Award.

38.4 Make-up Time -

38.4.1 An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.

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

38.5 Personal Carers Entitlement for casual employees -

38.5.1 Subject to the evidentiary and notice requirements in 38.1.2 and 38.1.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 38.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

38.5.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

38.5.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

39. Maternity Leave

39.1 A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:

39.1.1 for a period up to 9 weeks prior to the expected date of birth; and

39.1.2 for a further period of up to 12 months after the actual date of birth.

39.2 A staff member who has been granted maternity leave may, with the permission of the Department Head, take leave after the actual date of birth:

39.2.1 full-time for a period of up to 12 months; or

39.2.2 part-time for a period of up to 2 years; or

39.2.3 as a combination of full-time and part-time over a proportionate period of up to 2 years.

39.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

39.4 A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.

39.5 If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Government Sector Employment Act 2013*.

39.6 A staff member who:

39.6.1 applied for maternity leave within the time and in the manner determined by the Department Head; and

39.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay, or the period of maternity leave taken, whichever is the lesser period.

39.7 Except as provided in clause 39.6 of this subclause, maternity leave shall be granted without pay.

40. Parental Leave

40.1 A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:

40.1.1 short parental leave - an unbroken period of one week at the ordinary rate of pay, or 2 weeks at half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;

40.1.2 extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in sub clause 40.1.1 of this subclause in order to assume the primary care giving responsibilities.

40.2 Extended parental leave may commence at any time up to 2 years from the date of birth of the child.

40.3 A staff member who has been granted parental leave may, with the permission of the Department Head, take such leave:

40.3.1 full-time for a period not exceeding 12 months; or

40.3.2 part-time over a period not exceeding 2 years; or

40.3.3 partly full-time and partly part-time over a proportionate period of up to 2 years.

40.4 A staff member who resumes duty immediately on the expiration of parental leave shall:

40.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or

40.4.2 if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Government Sector Employment Act 2013*.

40.5 Except as provided in paragraph 40.1.1 of this clause, parental leave shall be granted without pay.

40.6 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

40.7 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

40.7.1 the employee or employee's spouse is pregnant; or

40.7.2 the employee is or has been immediately absent on parental leave;

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

40.8 Right to request - An employee entitled to parental leave may request the employer to allow the employee:

40.8.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

40.8.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- 40.8.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
- 40.8.4 to assist the employee in reconciling work and parental responsibilities.
- 40.8.5 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 40.8.6 Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 40.8.2 and 40.8.4 must be recorded in writing.
- 40.8.7 Request to return to work part-time - Where an employee wishes to make a request under 40.8.4 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- 40.8.8 Communication during parental leave - Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 40.8.8.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 40.8.8.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - 40.8.8.3 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - 40.8.8.4 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 40.8.8.1.

41. Adoption Leave

- 41.1 A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- 41.1.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 41.1.2 for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- 41.2 A staff member who has been granted adoption leave may, with the permission of the Department Head, take leave:
- 41.2.1 full-time for a period not exceeding 12 months; or
 - 41.2.2 part-time over a period not exceeding 2 years; or
 - 41.2.3 partly full-time and partly part-time over a proportionate period of up to 2 years.

- 41.3 Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- 41.4 A staff member who resumes duty immediately on the expiration of adoption leave shall:
- 41.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
- 41.4.2 if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Government Sector Employment Act 2013*.
- 41.5 A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- 41.5.1 applied for adoption leave within the time and in the manner determined by the Department Head; and
- 41.5.2 prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- 41.6 With the exception of subclause 41.5, adoption leave shall be granted without pay.
- 41.7 Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

42. Family and Community Service Leave

- 42.1 The Department Head shall grant to an employee some or all of the available family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- 42.2 Such cases may include but not be limited to the following:
- 42.2.1 compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
- 42.2.2 emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 42.2.3 emergency or weather conditions, such as when flood, fire or snow or disruption to utility services etc. threaten property and/or prevent an employee from reporting for duty;
- 42.2.4 attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- 42.2.5 attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
- 42.2.6 attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and

- 42.2.7 absence during normal working hours to attend meetings, conferences or to perform other duties, for an employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 42.3 The maximum amount of family and community service leave on full pay which may, subject to this Award, be granted to a staff member shall be the greater of the leave provided in subclauses 42.3.1 or 42.3.2 of this clause.
- 42.3.1 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
- 42.3.2 After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the employee.
- 42.4 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 42.1.3.2 of clause 42, Personal/Carer's Leave - August 1996, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 42.5 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subparagraph 42.1.3.2 of clause 42 of this Award shall be granted when paid family and community service leave has been exhausted.

43. Trade Union Leave

- 43.1 The granting of leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:
- 43.1.1 annual or biennial conferences of the delegate's union;
- 43.1.2 meetings of the union's Executive, Committee of Management or Councils;
- 43.1.3 annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 43.1.4 attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- 43.1.5 attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 43.1.6 giving evidence before the Industrial Relations Commission, or any other industrial tribunal, as a witness for the trade union;
- 43.1.7 local meetings between the Union and Management

44. Supplementary Labour

- 44.1 The parties to this agreement recognise that at times of peak workloads and when staff are on long term absences there may be a requirement to use supplementary labour in order to meet criteria deadlines.
- 44.2 This supplementary labour may be casual or temporary and;
- 44.2.1 arranged through or with an Employment Agency of bona-fide contractors; or

44.2.2 in accordance with the provisions of the *Government Sector Employment Act 2013*.

44.3 It is not the Department's intention to use supplementary labour as an alternative to fill vacant permanent positions.

45. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

45.1.1 permanent full-time and part-time employees;

45.1.2 temporary employees, subject to the Department or agency's convenience; and

45.1.3 casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 45.7.

45.2 For the purposes of this clause:

45.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification in Table 1 - Wages of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

45.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

45.3 By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

45.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary; and

45.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.

45.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

45.5 The agreement shall be known as a Salary Packaging Agreement.

45.6 Except in accordance with subclause 45.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.

45.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

45.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

45.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

45.7.3 subject to the Department or agency's agreement, paid into another complying superannuation fund.

45.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

45.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:

45.9.1 *Police Regulation (Superannuation) Act 1906*;

45.9.2 *Superannuation Act 1916*;

45.9.3 *State Authorities Superannuation Act 1987*; or

45.9.4 *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

45.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 45.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

45.11 Where the employee makes an election to salary package:

45.11.1 subject to Australian taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

45.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee in Table 1 - Wages of this Award if the Salary Packaging Agreement had not been entered into.

45.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

45.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

46. Calculations

46.1 In relation to Part B of this Award, and specifically Tables 1, 2 and 3, per week amounts are rounded to the nearest ten cents, per day to the nearest cent, and per hour to the cent.

47. Area, Incidence and Duration

47.1 The Crown Employees (Fire & Rescue NSW Tradespersons) Award 2020 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2019 published 17 July 2019.

47.2 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 this nexus ceased.

- 47.3 This Award shall apply to all employees in the classifications specified in Part B, Monetary Rates, Table 1 - Wages in the employment of Fire & Rescue NSW.
- 47.4 The term of this Award is 1 3 July 2020 until 30 June 2 July 2021 and will remain in force thereafter until rescinded.
- 47.5 Increases in the column dated 13 July 2020 expressed in Tables 1, 2 and 3 shall apply on and from the first full pay period to commence on or after that date.
- 48.7 The rates for 2018 and 2019 in Tables 1, 2 and 3 are for historical purposes.

PART B

MONETARY RATES

Table 1- Wages

Classifications from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Clause 5, Rates of pay	1/7/2018 Historical Rate	1/7/2019 Existing Rate	3/7/2020 0.3% increase per week \$
Classification			
(a) Electrical Department - Automotive Electrical	1110.70	1138.50	1141.90
Battery Fitter	1110.70	1138.50	1141.90
Electrical Fitter	1113.80	1141.70	1145.10
Trades Assistant (Electrical Department)	891.80	914.10	916.80
Labourer-General (Electrical Department)	718.30	736.30	738.50
(b) Workshops Department - Blacksmith/Welder	1052.10	1078.40	1081.60
Bodymaker	1041.30	1067.30	1070.50
Draughtsperson - 1st year	961.80	985.90	988.90
- 2nd year	1004.70	1029.80	1032.90
- 3rd year	1052.10	1078.40	1081.60
- 4th year	1110.70	1138.50	1141.90
- thereafter	1163.30	1192.40	1196.00
Welder	1052.10	1078.40	1081.60
Fitter and/or Turner	1012.60	1037.90	1041.00
Motor Mechanic	1041.30	1067.30	1070.50
Motor Trimmer	1041.30	1067.30	1070.50
Painter (Vehicle)	1041.30	1067.30	1070.50
Panel Beater	1041.30	1067.30	1070.50
Signwriter (Vehicle)	1012.60	1037.90	1041.00
Trades assistant (Mechanical Workshops)	860.50	882.00	884.70
Labourer - General (Mechanical Workshops)	718.30	736.30	738.50
(c) Boot Factory - Bootmaker	1004.70	1029.80	1032.90
(d) Building Maintenance Department - Draughtsperson Building services			
- 1st year	1110.70	1138.50	1141.90
- 2nd year	1131.20	1159.50	1163.00
- 3rd year	1151.70	1180.50	1184.00
- 4th year	1172.50	1201.80	1205.40
- thereafter	1204.60	1234.70	1238.40
Plumber	1052.10	1078.40	1081.60
Bricklayer	1041.30	1067.30	1070.50
Carpenter	1041.30	1067.30	1070.50
Painter	1041.30	1067.30	1070.50

Plasterer	1041.30	1067.30	1070.50
Labourer - Builders	1022.60	1048.20	1051.30
(e) Cleaner -	921.50	944.50	947.30
Stores Assistant	970.20	994.50	997.50
Sailmaker	1012.60	1037.90	1041.00
(h) Hose Repair Department - Hose Assembler and Repairer	961.80	985.80	988.80

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables

The Communications Section Classification is from the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

	1/7/2018 Historical Rate \$	1/7/2019 Existing Rate \$	3/7/2020 0.3% increase per week \$
COMMUNICATION SECTION			
Electronic Technician			
- 1st year	1433.20	1469.00	1473.40
- 2nd year	1476.30	1513.20	1517.70
- 3rd year	1502.70	1540.30	1544.90
- 4th year	1534.50	1572.90	1577.60
Instrument Maker	1266.60	1298.30	1302.20
Radio Mechanic	1209.40	1239.60	1243.30
Telephone Mechanic	1209.40	1239.60	1243.30
Electronic Tradesperson	1389.20	1423.90	1428.20
Electrical Mechanic	1209.40	1239.60	1243.30
Trades Assistant	971.40	995.70	998.70

FRNSW Fire Vehicle Repairer Classification from 1 July 2018 (Levels 2,3,4 from 31 October 2018)

Level	Classification	1/7/2018 Historical rate (not including Clause20 FEA)	1/7/2018 Historical rate (including Clause 20 FEA).	1/7/2019 Existing rate (not including Clause 20 FEA)	1/7/2019 Existing rate (including Clause 20 FEA)	3/7/2020 (+0.3%) (not including Clause20 FEA)	3/7/2020 (+0.3%) (including Clause20 FEA)
Level 1	Fire Vehicle Repairer	\$1,225.40	\$1,307.80*	\$1,256.00	\$1,340.50*	1259.80	1344.60
Level 2	Fire Vehicle Repairer	\$1,286.70	\$1,373.10*	\$1,318.80	\$1,403.30*	1322.80	1407.60
Level 3	Fire Vehicle Repairer	\$1,347.90	\$1,438.30*	\$1,381.60	\$1,466.10*	1385.80	1470.60
Level 4	Fire Vehicle Repairer	\$1,409.20	\$1,491.60*	\$1,444.40	\$1,528.90*	1448.80	1533.60

* The relativity is based upon the corresponding amount for FVR without the FEA

	1/7/2018 Historical Rate \$	1/7/2019 Existing Rate \$	3/7/2020 0.3% increase \$
APPRENTICES**			
- 1st year	490.70	\$503.00	504.50
- 2nd year (Rate = 2nd Year + NT FEA)	706.50	\$724.20	726.40

- 3rd year	(Rate = 3rd Year + NT FEA)	888.00	\$910.20	912.90
- 4th year	(Rate = 4th Year + NT FEA)	1014.40	\$1,039.80	1042.90
Adult	(Rate = Adult + NT FEA)	1014.40	\$1,039.80	1042.90

** inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance.

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 2 - Other Rates and Allowances

From the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Item	Clause 12, Additional Wage Rates	1/7/2018 Historical Rate \$	1/7/2019 Existing Rate \$	3/7/2020 0.3% increase \$
1	12.1 Electricians: An electrician who is the holder of: A Grade Licence (per week) B Grade Licence (per week)	49.10 26.50	50.30 27.20	50.50 27.30
Clause 13 Special Rates				
2	20.10 Roof work (per hour)	0.96	1.00	1.00

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 3 - Allowances

From NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

Item	ALLOWANCES	1/7/2018 Historical Rate \$	1/7/2019 Existing Rate increase \$	3/7/2020 0/3% increase \$
1	Team Leader Allowance (per week)	184.20	188.80	189.40
3	Heavy Vehicle Inspectors Allowance (per day)	2.26	2.32	2.33

Table 3A: On Call Allowance

		1/7/2018	1/7/2019	3/7/2020
1	On Call Allowance - Monday to Friday (per day)	21.83	22.38	22.45
2	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	33.23	34.61	34.71

Table 3B: On Call Allowance applicable only to FVRs

		1/7/2018	1/7/2019	3/7/2020
1	On Call Allowance - Monday to Friday (per day)	40.00	41.00	41.10
2	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	80.00	82.00	82.25

Item	Clause 13, SPECIAL RATES	1/7/2018	1/7/2019	3/7/2020
1	20.1.1 Confined Spaces	1.00	1.00	1.00
2	20.3.1 Height Pay - 7.5 metres	0.92	0.94	0.94
3	20.3.1 Height Pay - every metre beyond 7.5m	0.28	0.29	0.29

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Clause 18, TOOL ALLOWANCES	1/7/2018 Historical Rate \$	1/7/2019 Existing Rate \$	3/7/2020 Increased rate per week \$
Bodymaker	32.30	32.90	33.60
Motor Mechanic	32.30	32.90	33.60
Painter (Vehicle)	7.90	8.00	8.20
Panel Beater	32.30	32.90	33.60
Automotive Electrician	32.30	32.90	33.60
Electronic Technician	20.40	20.80	21.20
Instrument Maker	20.40	20.80	21.20
Radio Mechanic	20.40	20.80	21.20
Telephone Mechanic	20.40	20.80	21.20
Fitter	32.30	32.90	33.60
Electronic Tradesperson	20.40	20.80	21.20

Apprentices	1/7/2018 Historical Rate \$	1/7/2019 Existing Rate \$	3/7/2020 Increased rate per week \$
Motor Mechanic	32.30	32.90	33.60
Automotive Electrician	32.30	32.90	33.60
Fitter	32.30	32.90	33.60
Electronic Technician	20.40	20.80	21.20

Increases in the Tool Allowance will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

Clause 20, FIRE EQUIPMENT ALLOWANCE	1/7/2018 Historical Rate \$	1/7/2019 Existing Rate \$	3/7/2020 0.3% Increase per week \$
Fire Equipment Allowance (FEA) - Trades**	82.40	84.50	84.80
Fire Equipment Allowance (FEA) - Non Trades	61.60	63.10	63.30

** At the completion of 12 months continuous service

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 23, MEAL ALLOWANCE	1/7/18 Historical Rate \$	1/7/2019 Existing Rate \$	3/7/202 Increase Per meal \$
1	After 1½ hour overtime	15.60	15.90	16.20
2	Each 4 hours thereafter	13.70	13.70	13.90

Item	Clause 24, TRAVELLING TIME AND OTHER FARES	1/7/18 Historical Rate \$	1/7/19 Existing Rate \$	3/7/2020 Increased Rate \$
1	Other than Builders' Labourers	25.10	25.60	26.19
2	Employer providing transport	10.00	10.20	10.40

Item	Clause 33, INSURANCE OF TOOLS	1/7/18 Historical Rate \$	1/7/19 Existing Rate \$	3/7/2020 Increased Rate \$
1	Maximum claim for loss of tools	1873.40	1907.10	1945.15

Increases in meal allowance, travelling time and other fares and insurance of tools will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SKILLED TRADES) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Maritime, Mining and Energy Union (New South Wales Branch),
Industrial Organisation of Employees.

(Case No. 201503 of 2020)

Before Chief Commissioner Constant

4 February 2021

AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Definitions
2.	Hours - Day Workers
3.	Rates of Pay
4.	Allowances
5.	Tool Allowance
6.	Leading Hands
7.	Mixed Functions
8.	Excess Fares and Travelling Time
9.	Overtime
10.	Shift Work
11.	Holidays and Sunday Work
12.	Payment of Wages
13.	Contract of Employment
13A	School Based Apprentices
14.	Distant Work
15.	Chokages
16.	Special Conditions
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PART B**RATES AND ALLOWANCES**

Table 1 - Rates of Pay

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Table 3 - Allowances

PART A

This award shall be known as the Crown Employees (Skilled Trades) Award 2020.

1. Definitions

- 1.1 For the purpose of this award, the definitions of the various classes specified in clause 3, Rates of Pay, of this award, shall be those which are contained in the respective State Craft Awards in relation to similar classes.
- 1.2 "Plant Mechanic" shall mean a Worker engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earthmoving or similar operation.
- 1.3 Mechanical Tradesperson - Special Class means a Mechanical Tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles. They must be able in the course of such work to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson must have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems to enable the carrying out of such work with minimum supervision and technical guidance; and

Additionally they must have satisfactorily completed a prescribed post-trades course or reached a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

- 1.4 Electronic Tradesperson - for the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.
- 1.4.1 "Electronic Tradesperson" means an electrical tradesperson who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronic Tradesperson, the employee must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronic tradesperson, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition;

- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2. Hours - Day Workers

- 2.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day as to the usual rostered day off (RDO).

The agreement regarding the substituted day shall be made at least seven (7) clear days prior to the date of the RDO.

Where an employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

Provisions of subclause 2.5 shall not apply where 7 days clear notice is given in accordance with subclause 2.1 of this clause.

No later than the 1st December each year the employer organisation and the Unions NSW Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in clause 11, Holidays and Sunday Work, of the award.

- 2.2 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 2.3 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 2.4 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 2.5 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 9 of this award, if required by the employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 2.6 A paid rest period of ten minutes shall be provided between 9a.m. and 11a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.
- 2.7 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

3. Rates of Pay

An employee of a classification specified in Part B, Table 1 - Rates of Pay, shall be paid the weekly rate of pay assigned to that classification as shown in Table 1.

4. Allowances

- 4.1 In addition to the wages and tool allowances prescribed in Part B, Table 1 and Item 1 of Table 2 of this Award, the following special rates and allowances as set out in Part B, Table 3 - Allowances shall be paid to employees.
- 4.2 Carpenter Diver: The hourly rate of pay for a Carpenter Diver shall be calculated by adding the allowance rate specified in Item 3 of Part B, Table 3 to the weekly rate for a bridge and wharf carpenter and dividing the result by 31.
- 4.3 The following provisions shall apply when a bridge and wharf carpenter is called upon to work as a diver.
- (a) In the period before the lunch break, payment shall be at the carpenter-diver rate for all time worked, with a minimum payment of three hours.
 - (b) After the lunch break, payment at carpenter-diver rate is for time worked or for three hours, whichever is the greater.
 - (c) Where the employee undertakes work as a carpenter-diver both before and after the daily meal break on the same day, payment for the whole day of six hours twelve minutes shall be at the carpenter-diver rate.
 - (d) For any other work on a day during a period when not paid as a carpenter diver they shall receive the rates for a bridge and wharf carpenter.
 - (e) A carpenter-diver required on any day or shift to work at depths of twelve metres or over shall be paid a minimum of six hours twelve minutes at the Carpenter Divers' rate for such day or shift.
- 4.4 Electricians - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Item 2 of Part B, Table 3.
- 4.5 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the allowance rate specified in Item 3 of Part B, Table 3.
- 4.6 Plumber and Drainer - The ordinary rate of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Part B, Table 1, the allowance rate specified in Item 4 of Part B, Table 3:
- 4.6.1 When required to act on their Plumber's licence;
 - 4.6.2 When required to act on their Gasfitter's licence;
 - 4.6.3 When required to act on their Drainer's licence;
 - 4.6.4 When required to act on their Plumber's and Gasfitter's licence;
 - 4.6.5 When required to act on their Plumber's and Drainer's licence;
 - 4.6.6 When required to act on their Gasfitter's and Drainer's licence;
 - 4.6.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.

- 4.7 Electric Welding - An additional allowance as specified in Item 5 of Part B, Table 3 shall be paid to employees holding a Department of Industrial Relations oxy-acetylene or electric welding certificate and who operate at the skill levels required for the certificate. The allowance will be paid in addition to the rates for a journeyman/plumber contained in the award for work necessitating the holding of a certificate, supervision by a certificate holder or while supervising such work.
- 4.8 Boot or Shoe Repairer - A boot or shoe repairer who for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes shall be paid the allowance rate specified in Item 6 of Part B Table 3.
- 4.9 Shipwright-Boat builder - The ordinary rate of wages for Liner Off, Lofts person and Model Maker shall be calculated by adding to the rate prescribed in clause 3, Rates of Pay, the allowance rate specified in Item 7 of Part B, Table 3.
- 4.10 Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by the other employees shall be paid the allowance rate specified in Item 8 of Part B, Table 3.
- 4.11 Joiners, NSW Public Works: A Joiner employed in the NSW Public Works division of the Department of Finance, Services and Innovation shall be paid the allowance rate specified in Item 9 of Part B, Table 3. This rate is fixed for all purposes of the award.

The provisions of this subclause shall only apply to a joiner when required to work at their regular place of employment.

Where a joiner works away from their regular place of employment, a deduction specified in Item 9 of Part B, Table 3 shall be made from the allowance rate so specified for each day so worked.

- 4.12 Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the allowance rate specified in Item 10 of Part B, Table 3. This allowance shall be paid for all purposes of the award with the exception of Clause 9, Overtime, and Clause 10, Shift Work, of this award. In this case it shall be paid as a flat rate for all hours worked.
- 4.13 Marking Off/Setting Out - A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid the allowance rate specified in Item 11 of Part B, Table 3.
- 4.14 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 12 of Part B, Table 3. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.15 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 13 of Part B, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.16 Dirty Work -
- 4.16.1 Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 14 of Part B, Table 3.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, their industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, their industrial officer, manager

or engineer, it shall have the right to bring such case before the Industrial Commission of New South Wales.

4.16.2 In addition to the minimum rates of pay specified by this award, a bridge and wharf carpenter shall receive an allowance as specified in Item 14 of Part B, Table 3 when working in the following circumstances:

- (a) when using creosote, tar, bitumen, wood preservative or any other material or liquid that is damaging to clothes or unduly objectionable to the employee or damaging to their tools; and
- (b) when working with materials which have been treated with any of the said substances in such a way as to pollute the clothes or the person of the employee or damage their tools.

4.16.3 Oil or other suitable solvents shall be provided by the employer free of charge to bridge and wharf carpenters to remove tar, bitumen, creosote or similar preparations from their persons.

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 15 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

4.16.5 In the event of any dispute arising as to whether any work is of a character entitling a bridge and wharf carpenter to a special payment in terms of paragraphs 4.16.2 and 4.16.4 of this clause, the matter may be referred to the Industrial Relations Commission of New South Wales. A decision in respect of any claim shall be made by the employer or their engineer within forty-eight hours of the claim being made.

4.16.6 A Shipwright Boat builder who is:

- (a) stripping, caulking, tarring and sheathing on old work below the waterline;
- (b) doing work in connection with coal bunkers and holds in which coal has been carried and dirty steering gear;
- (c) doing work in connection with wooden ceilings in hatches, sheathing in holds, replacing timber on ceilings and sheathing in connection therewith (old work only);
- (d) doing work where laykold, risqué steel, never reust, adfast, wetted lead, on azote or any similar materials are used by shipwrights;
- (e) doing work with a portable sanding machine when an adequate dust catcher is not fitted to such machine;
- (f) doing work in places where bulk sugar, scrap iron, hides and cement have been carried;
- (g) doing work which is rendered unusually dirty by the presence of coal (other than Indian and South African);

shall receive a special hourly rate as set out at Item 15 of Table 3 whilst so employed in addition to the minimum rates of pay provided by this award.

4.17 Height Money: - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 16 of Part B, Table 3. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial

structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health & Safety Act 2011*.

- 4.18 Hot Places:- Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 17 of Part B, Table 3. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Part B, Table 3.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.19 Insulation Material:- An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 18 of Part B, Table 3. This rate shall also apply to employees working in such close proximity so as to be affected by the insulating material.

- 4.20 Smoke-boxes, etc.:- Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an additional hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid entitled to an allowance. The rates for both allowances are specified in Item 19 of Part B, Table 3.

- 4.21 Wet Places:-

4.21.1

- (a) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 20 of Part B, Table 3. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
- (b) Where a plumber is required to work in the rain he shall be paid the allowance rate specified in Item 20 of Part B, Table 3 for time so worked.

4.21.2 An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 20 of Part B, Table 3.

4.21.3 An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 20 of Part B, Table 3. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

- 4.22 Acid furnaces, Stills, etc.:

4.22.1 A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

4.22.2 An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes.

- 4.23 Towers Allowance:- An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 22 of Part B, Table 3, for all work above fifteen metres.
- 4.24 Depth Money:- An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 23 of Part B, Table 3.
- 4.25 Swing Scaffolds:- The allowance rates specified in Item 24 of Part B, Table 3 for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 4.25.1 Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 24 of Part B, Table 3.
- 4.26 Spray Application:- A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid the allowance rate specified in Item 25 of Part B, Table 3.
- 4.27 An allowance shall be paid as specified in Item 26 of Part B, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the employee concerned for use during such work. Gloves and boots remain the property of the employer.
- 4.28 Working Second hand Timber:- If, while working with second hand timber, a Bridge and Wharf Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber, he/she shall be entitled to the allowance rate specified in Item 27 of Part B, Table 3 for each day upon which his/her tools are so damaged. Payment of the allowance is contingent upon the damage being reported immediately to the employer's representative on the job in order that the claim can be proved.
- 4.29 Roof Work:- Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the allowance rate specified in Item 28 of Part B, Table 3.
- 4.30 Electric Welding - Plumbers: - A plumber engaged on electric welding applicable to plumbing shall be paid the allowance rate specified in Item 29 of Part B, Table 3, for the time so worked.

Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

- 4.31 Explosive Powered Tools -
- 4.31.1 Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 30 of Part B, Table 3.
- 4.31.2 If bridge and wharf carpenters are required to use power driven tools they shall be paid the allowance rate specified in Item 30 of Part B.

4.32 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Department of Industrial Relations and undertakes work that requires a person to have such a certificate, shall be paid the allowance rate specified in Item 31 of Part B, Table 3.

4.33 Corrective Establishments - An employee of the NSW Public Works division of the Department of Finance, Services and Innovation who is required to work in the maximum security sections of the following Corrective establishments - Cessnock, Goulburn, Lithgow, Mulawa, Parklea, Special Purpose Centre, Metropolitan Remand & Reception Centre, Metropolitan Special Programs Centre, Metropolitan Medical Transient Centre/Long Bay Hospital, Endeavour House and Minda Patterson House) and Bathurst shall be paid the hourly allowance rate specified in Item 32 of Part B, Table 3.

4.33.1 Mental Institutions - Employees of the NSW Public Works division of the Department of Finance, Services and Innovation working in mental institutions shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this award. This payment is not applicable to overtime or other penalty rates:

Payment under this subclause shall not be made in respect of work done in such areas as may be agreed upon between the respective unions and the Industrial Relations Secretary.

4.33.2 Geriatric Hospitals - Employees working or required to work in the following geriatric hospitals: namely, Allandale, Garrawarra and Strickland, shall be paid an allowance as set out in Item 32 of Part B, Table 3. Those working or required to work at Lidcombe Hospital shall be paid the allowance rate specified in Item 32 of Part B, Table 3, in addition to all other rates payable under this Award. This payment is not applicable to overtime or other penalty rates:

4.33.3

(a) A Plumber who shall be required to work in hot and/or cold water tanks for the purpose of the control of Legionella Pneumophilia shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health. They will be paid the allowance rate specified in Item 32 of Part B, Table 3, per hour or part thereof while undertaking such work.

The allowance prescribed by this subclause shall be in lieu of the special rates prescribed in subclauses 4.14, Cold Places, 4.15, Confined Spaces, 4.18, Hot Places and 4.21, Wet Places of this clause.

(b) An employee who is required to assist a plumber in the performance of work described in (a) above shall not be entitled to the allowance as so prescribed but shall be entitled to any other special rates prescribed under clause 4, Allowances, if applicable.

4.34 Distant Places -

4.34.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra
- (ii) State Highway No. 11 from Gilgandra to Tamworth
- (iii) Trunk Road No. 63 to Yetman and State Highway No. to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering
- (iii) from Blowering southwest to Welaregang and on the Murray River
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3, extra per day or part thereof.

4.34.4 Bridge and Road Construction: - Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of

- (i) Queensland border on the north
- (ii) State Highway No. 9 from Tenterfield to Bendemeer on the west
- (iii) State Highway No. 11 from Bendemeer to Port Macquarie on the south
- (iv) the coastline from Port Macquarie to Tweed Heads on the east.

shall be paid the allowance rate specified in Item 34 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 35 of Part B, Table 3, per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.5 For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 37 of Part B, Table 3 in relation to the weight of the blocks.

- (a) Where the block weighs over 5.5 kg and under 9 kg.
- (b) Where the block weighs 9 kg or over and up to 18 kg.

(c) Where the block weighs over 18 kg.

4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.

4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 38 of Part B, Table 3.

4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 39 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.

4.40 Asbestos - Employees required to work with materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority. Where it is mandatory to wear protective equipment the employees shall be paid the allowance rate specified in Item 40 of Part B, Table 3 whilst engaged on such work.

4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 42 of Part B, Table 3 each day on which he uses such a tool.

4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 43 of Part B, Table 3 per hour or part thereof while so engaged.

4.43 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011* concerning construction work involving asbestos and asbestos cement.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 44 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4, Allowances, with the exception of subclauses 4.14, cold places; 4.18, hot places; 4.25, swing scaffold; 4.26, spray application and 4.28, working second hand timber.

Other Conditions -

The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.

4.44 Animal Houses -

An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 45 of Part B, Table 3 whilst so employed.

4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an

hourly allowance as set out in Item 46 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

5. Tool Allowance

In addition to the rate of pay as prescribed in Part B, Table 1 - Rate of Pay, an employee of a classification specified in Item 1 of Part B, Table 2, clause 5, Tool Allowances, shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

6. Leading Hands

Leading hands shall be shall be paid allowances prescribed in Part B, Table 3 - Allowances as follows:

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 47 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 48 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 49 of Part B, Table 3.

7. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

8. Excess Fares and Travelling Time

- 8.1 An allowance specified in Item 50 of Part B, Table 3, shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
 - 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 51 of Part B, Table 3, shall be paid.
 - 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
 - 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 52 of Part B, Table 3, clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
 - 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 53 of Part B, Table 3, shall be paid.
 - 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.

The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.

- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees will be entitled to an allowance as set out in Item 50 of Part B, Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item 50 of Part B, Table 3.

If the employee receives approval from their employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their employer for a regular allowance.

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 14 March 2008 (365 I.G. 181), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Industry (formerly Department of Land and Water Conservation). Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award 2020.

9. Overtime

- 9.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 2 for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 9.2 of this clause, in computing overtime each day's work shall stand alone.

- 9.2 Rest Period after Overtime: Following completion of overtime, an employee shall either;
- (a) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling: or,
 - (b) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
 - (c) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:-
 - 9.2.1 for the purpose of changing shift rosters; or
 - 9.2.2 where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - 9.2.3 where a shift is worked by arrangement between the employees themselves.

9.3 Call Back:

9.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 9.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 54 of Part B, Table 3, for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

9.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 2.2 of clause 2, Hours - Day Workers, of this Award.

9.5 Standing By:

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call back,

9.6 Meal Hours - General:

Except as provided in subclause 9.7 of this clause, work done during meal hours thereafter until a meal-hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than six hours without a break for a meal.

9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

9.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 9.6 of this clause.

9.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 55 of Part B, Table 3. After the completion of each four hours on

continuous overtime the employee shall be paid the allowance rate specified in Item 54 of Part B, Table 3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

9.9 Transport of Employees:

An employer shall provide transport for an employee who finishes overtime work or a shift not part of their regular roster, at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).

9.10 Compulsory Overtime:

An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's health and safety,
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

9.11 Cribs:

9.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 2, Hours, Day Workers and clause 10, Shift Work, of this award.

9.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

9.12 Limitation of Overtime:

No employee, including a night shift worker, shall work for more than 16 hours' overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

9.13 Availability Allowance - Roads and Maritime Services (RMS)

9.13.1 Notwithstanding the provisions of subclause 9.5 of this clause, an electrical tradesperson employed by the RMS who is rostered to be available in connection with emergency repairs to toll collection equipment shall be paid a daily availability allowance of three hours at ordinary rates of pay for each week night (Monday to Friday) (excluding public holidays) the employee is available between normal ceasing time and commencing time on each day.

- 9.13.2 An employee rostered to be available in connection with emergency repairs to toll collection equipment on a Saturday, Sunday and Public Holidays from 6.00 am Saturday to 6.00 am Sunday and 6.00 am Sunday to 6.00 am Monday and the same hours on a Public Holiday shall be paid 7.6 hours pay at ordinary rates for each twenty-four hours he is actually available.
- 9.13.3 The allowance set out in paragraphs 9.13.1 and 9.13.2 of this subclause, shall be in compensation for the employee being available for the periods between normal ceasing time and normal commencing time during week days and for being available for twenty-four hours on each Saturday, Sunday or Public Holidays, to answer emergency calls from the toll collection centres.
- 9.13.4 Any overtime worked on a call-out during the time covered by the rostered period shall be paid for in accordance with subclause 9.3 of this clause.

10. Shift Work

PART A

OTHER THAN CONSTRUCTION WORK

(a) Definitions

10.1 For the purpose of this clause

10.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

10.1.2 "Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

10.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

10.1.4 "Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

(b) Hours - General

10.2 Employees on shift work shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

10.3 Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 11, Holidays and Sunday Work, of this award shall be regarded as shifts worked for accrual purposes.

10.4 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.

10.5 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

10.6 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in clause 2, Hours - Day Workers, of this award shall apply.

Hours

(a) Continuous Work Shifts and

(b) Other Than Continuous Work Shifts

Hours - Continuous Work Shifts

10.7 This subclause shall apply to shift workers on continuous work as hereinbefore defined.

10.7.1 The ordinary hours of such shift workers shall not exceed -

- (a) eight in any one day; nor
- (b) forty-eight in any one week; nor
- (c) eighty-eight in fourteen consecutive days; nor
- (d) one hundred and fifty two in twenty-eight consecutive days.

10.7.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

a shift shall consist of not more than eight hours, inclusive of crib time;

Hours - Other than Continuous Work

10.8 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed -

10.8.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

10.8.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

10.8.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

10.8.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

10.8.5 Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

10.8.6 Afternoon or Night Shift Allowances

Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who -

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per centum more than their ordinary rate for all time worked ordinary working hours on such night shifts.

10.8.7 Saturdays

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 10.8.6 of this clause.

10.8.8 Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

10.8.9 Sundays and Holidays

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Work, of this award. Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

10.8.10

Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

PART B**CONSTRUCTION WORK**

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:
- (a) whenever it may be found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction
 - (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9, Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

11. Holidays and Sunday Work

- 11.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 11.2 Except as provided in paragraph 10.8.9, Sundays and Holidays, of Part A, Other than Construction Work, of clause 10, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until he is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until he is relieved from duty.
- 11.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 11.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 11.5 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, they shall not be entitled to payment for such holiday.
- Where public holidays fall on successive days an employee shall be entitled to payment for the holiday closest to the said day if they have worked on either the day preceding or the day after such holiday but not on both. No payment shall be made if the employee has ceased work without permission on either of the said days.
- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.

- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

12. Payment of Wages

- 12.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 12.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 12.3 The employer shall not keep more than 3 days pay in hand.
- 12.4 Upon termination of the employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed, as provided for in clause 13, Contract of Employment, of this award, the employer shall make payment according to the usual method, within 48 hours of dismissal.

13. Contract of Employment

- 13.1 Weekly Employment

Except as hereinafter provided, employment shall be by the week.

- 13.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases wages shall be paid only up to the time of dismissal.
- 13.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 13.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with subclause 13.2, must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be able to be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment, and shall not be entitled to payment for work done within the period of notice.

- 13.4 An employee (other than an employee who has given or received notice in accordance with subclause 13.2, of this clause) not attending for duty shall, except as provided by clause 11, Holidays and Sunday Work, of this award, shall receive no payment for the actual time of such non-attendance.
- 13.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 13.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such. An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

13A. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of paragraph (i) of this subclause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

14. Distant Work

14.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.

14.3 Return fares and travelling time need not be paid to an employee who:

- (a) leaves their employment of their own free will; or
- (b) is discharged for misconduct

before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 56 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 57 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 57 of Part B, Table 3.

14.5.2 The foregoing allowances may be increased if an employee can satisfy an employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution procedures contained in clause 28 of the reviewed award should be utilised. This does not preclude the matter being referred to the Industrial Relations Commission of New South Wales.

14.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

14.6 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 14.5.1, 14.5.2 and 14.5.3 of this clause shall not apply to the following:

Employees of the Roads and Maritime Services; Department of Investment or NSW State Forests in respect of the following work:

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 58 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

14.7 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 60 of Part B, Table 3 on each occasion they return home provided they:

- (i) work as required during the ordinary working hours, and
- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 14.6 of this clause, for the day or days on which they are absent.

14.7.1 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 57 of Part B, Table 3, in lieu of board and lodging being provided by the employer.

14.7.2 An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

14.8 The provisions of this clause shall apply wherever the employee is engaged.

14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.

14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

15. Chokages

15.1 If an employee is employed upon any chokage and is required to;

- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
- (ii) or a scupper containing sewerage
- (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 61 of Part B, Table 3 per day or part of a day thereof.

15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 62 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

16. Special Conditions

- 16.1 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 16.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*, shall be complied with.
- 16.3 Employees working in battery rooms or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the NSW Department of Health for disinfecting clothing while in use and before being issued to another person.
- 16.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 63 of Table 3.

18. Conveniences

- 18.1 The employer shall provide at the place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.

The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience: The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 18.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 18.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 18.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 18.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible to employees.
- 18.6 The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

19. Piecework

- 19.1 Piecework is prohibited.
- 19.2 No employee shall execute any work for profit or reward except at the rates and under the conditions prescribed by this award.

20. Damage to Clothing or Tools

An employee whose clothing or tools are spoiled by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

21. Sharpening Tools

- 21.1 The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters and/or bridge and wharf carpenters.
- 21.2 Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- 21.3 Saw sharpening and tool grinding may be done by the employee during the progress of work.
- 21.4 Where the provisions of subclauses 21.1 and 21.2 of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- 21.5 Bridge and Wharf Carpenters and/or Shipwright Boat Builder shall be supplied with saw files.

22. Special Tools and Clothing

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
- 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.
- 22.1.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 61 cm. long, augers, of all sizes, star bits and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.
- 22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances.

The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.

- 22.1.4 Plumber: Metal pots, mandrills, long dummies, stock and dies for iron, copper and brass pipes, cutters, tongs, vices, taps and drills, ratchets, files, cramps caulking tools, hacksaw and blades, welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary, and all shop tools, the usual kit bag of tools only to be supplied by the employee.
- 22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.
- 22.1.6 Sign writers to be supplied with all brushes.
- 22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.
- 22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of clause 4, Allowances, of this award.
- 22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.
- 22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.
- 22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:
- 22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.
- 22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 64 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 65 of Table 2 of Part B, of this award.
- A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 64 rate.
- The right to accrue credit shall commence from the date of request for the boots.
- In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.
- Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.
- 22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

ANNEXURE

Authority Form

, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause 22.6.2 of clause 22, Special Tools and Clothing of this award.

Should the full cost of the boots (\$) not be met by accumulation of credit (at the rate of \$ per week)

from I authorize deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$.

Signed:

Date:

23. Insurance of Tools

- 23.1 The employer shall insure and keep insured against loss or damage by fire whilst on the employer's premises such tools of the employee as are used by the employee in the course of their employment.
- 23.2 An employee shall be entitled to be reimbursed by their employer for loss of tools up to a value as set out in Item 65 of Table 2, when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the employer's direction on the job.
- 23.3 The employee shall, if requested so to do, furnish the employer with a list of their tools so used.

24. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

25. Anti-Discrimination

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

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

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

26. Carer's Leave

- 26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:
- (a) a spouse of the officer; or
 - (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
 - (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
 - (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.
- 26.2 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined as above.
 - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 26.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

26.3 Time Off in Lieu of Payment for Overtime

- 26.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 26.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 26.3.4 Where no election is made in accordance with the said paragraph 3.1, the employee shall be paid overtime rates in accordance with the award.

26.4 Make-up Time

- 26.4.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

27. Union Delegates

An employee appointed shop steward in the shop or department in which they are employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

28. Dispute Resolution

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

28.1 Procedure relating to a grievance of an individual employee:

- 28.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- 28.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- 28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- 28.2 Procedure for a dispute between an employer and the employees:
- 28.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.
- 28.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Transport of Employee's Tools

When an employee on construction or maintenance work is required to transfer from one job to another, an employer shall provide transport for the employee's tools to the nearest public conveyance. On termination of employment, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

30. Picnic Day

- 30.1 The first Monday in December of each year shall be the Union Picnic Day.
- 30.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
- 30.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 30.4 Where an employer holds a regular picnic for their employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 30.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.

- 30.6 In Departments to which the *Government Sector Employment Act 2013* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

31. General Leave Conditions and Accident Pay

- 31.1 General leave conditions and accident pay of employees engaged by Government bodies under the provisions of the *Government Sector Employment Act 2013* shall be bound by the Government Sector Employment Regulation 2014.

- 31.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Government Uniform Leave Conditions.

- 31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.

(a) Right to request

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

The employee's request and the employer's decision made under paragraph 31.3 (a)(i) and 31.3 (a)(ii) above, must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(b) Communication during parental leave

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

- (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 31.3 (b)(i).

32. Deduction of Union Membership Fees

- 32.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 32.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 32.3 Subject to 32.1 and 32.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 32.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

33. Work Health and Safety for Employees of Labour Hire Employers

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;

- (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this sub clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

34. Area, Incidence and Duration

34.1 This award shall apply to:

- (a) all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees; and
- (b) any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by the predecessor to this award on that date,

of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Maritime Services and Government organisations to which the *Government Sector Employment Act 2013* applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Maritime Services, and Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.

34.2 This award rescinds and replaces the Crown Employees (Skilled Trades) Award 2019 published on 20 December 2019 (385 I.G. 765) and all variations thereof.

34.3 This award has a nominal term of 12 months from 1 July 2020 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2020.

PART B**RATES AND ALLOWANCES****Table 1 - Rates of Pay**

Classification - Clause 3. All up Rate - includes Industry Allowance	Amount per week from first full pay period on or after 1.7.19 \$	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$
Special loading, Trade Allowance		
Bespoke Bootmaker	985.80	988.80
Blacksmith	1078.40	1081.60
Body Maker, First Class	1067.60	1070.80
Boilermaker and/or Structural Steel Tradesperson	1067.60	1070.80
Boot or Shoe Repairer	967.70	970.60
Bricklayer	1067.60	1070.80
Bridge and Wharf Carpenter	1067.60	1070.80
Cabinet Maker	1108.00	1111.30
Carpenter and/or Joiner	1067.60	1070.80
Coach and/or Spray Painter	1067.60	1070.80
Drainer	1078.40	1081.60
Electrical Fitter	1138.50	1141.90
Electrical Instrument Fitter	1192.30	1195.90
Electrical Mechanic	1138.50	1141.90
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1213.90	1217.50
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1159.40	1162.90
Electronics Tradesperson	1308.00	1311.90
Farrier	1078.40	1081.60
Fitter	1067.60	1070.80
Forger and/or Faggoter	1067.60	1070.80
French Polisher	1108.00	1111.30
Machinist, A Grade (Woodworking)	1067.60	1070.80
Machinist, First Class (Metal Trades)	1086.70	1090.00
Marker-off	1078.40	1081.60
Mechanical Tradesperson - Special Class (as defined)	1127.10	1130.50
Motor Mechanic	1067.60	1070.80
Painter	1067.60	1070.80
Panel Beater	1067.60	1070.80
Patternmaker	1099.70	1103.00
Plant Electrician	1201.80	1205.40
Plant Mechanic	1067.60	1070.80
Plasterer	1067.60	1070.80
Plumber and/or Gasfitter	1078.40	1081.60
Radio Mechanic or Fitter	1138.50	1141.90
Refrigeration and/or Air Conditioning	1138.50	1141.90
Saw Doctor	1138.50	1141.90
Sawyer, No. 1 Benchperson	1086.70	1090.00
Scalemaker and/or Adjuster	1067.60	1070.80
Scientific Instrument Maker	1099.70	1103.00
Sewing Machine Mechanic	1067.60	1070.80
Sheetmetal Worker, First Class	1067.60	1070.80
Shipwright and/or Boatbuilder	1067.60	1070.80

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week from first full pay period on or after 1.7.19 \$	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$
Signwriter	1099.70	1103.00
Slater and Tiler	1067.60	1070.80
Stonemason	1067.60	1070.80
Stonemason-Carver	1138.50	1141.90
Tilelayer	1067.60	1070.80
Toolmaker	1099.70	1103.00
Toolsmith	1078.40	1081.60
Trimmer (Motor)	1067.60	1070.80
Turner	1067.60	1070.80
Watchmaker	1048.30	1051.50
Welder, Special Class	1078.40	1081.60
Welder, First Class	1067.60	1070.80

WAGES FOR APPRENTICES

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Amount per week from first full pay period on or after 1.7.19 \$	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$
1st year	461.60	463.00
2nd year	607.20	609.00
3rd year	777.80	780.10
4th year	897.10	899.80

Wages for apprentices employed by Department of Education and Communities

Four Year Term	Amount per week from first full pay period on or after 1.7.19 \$	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$
1st year	497.70	499.20
2nd year	654.80	656.80
3rd year	838.80	841.30
4th year	967.70	970.60

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.17. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the

allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects

- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.17 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Table 2 - Tool Allowances

An employee under this award of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

Clause No.	Tool Allowances	Amount per week from first full pay period on or after 1.7.19	Amount per week from first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI)
		\$	\$
5	Blacksmith	32.90	33.60
	Bodymaker, First Class	32.90	33.60
	Boilermaker and/or Structural Steel	32.90	33.70
	Bricklayer	23.50	24.00
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	32.90	33.70
	Cabinet Maker	13.30	13.60
	Carpenter	32.90	33.60
	Drainer	32.90	33.60
	Farrier	32.90	33.60
	Fitter	32.90	33.60
	Forger and/or Faggoter	32.90	33.60
	Machinist, First Class (Metal Trades)	32.90	33.60
	Machinist (Metal Trades) Special Class	32.90	33.60
	Marker Off	32.90	33.60
	Motor Mechanic	32.90	33.60
	Painter	8.00	8.20
	Panel Beater	32.90	33.60
	Patternmaker	32.90	33.60
	Plant Mechanic	32.90	33.60
	Plasterer	32.90	33.60
	Plumber	32.90	33.60
	Plumber and Gasfitter	32.90	33.60
	Plumber, Gasfitter and Drainer	32.90	33.60
	Sewing Machine Mechanic	32.90	33.60
	Sheetmetal Worker, First Class	32.90	33.60
	Shipwright/Boatbuilder	32.90	33.60
	Signwriter	8.00	8.20
	Slater and Tiler	17.10	17.40
	Stonemason	32.90	33.60
	Stonemason-Carver	32.90	33.60
	Tilelayer	23.50	24.00

	Toolmaker	32.90	33.60
	Toolsmith	32.90	33.60
	Trimmer (Motor)	32.90	33.60
	Turner	32.90	33.60
	Vehicle Builder	32.90	33.60
	Watchmaker	10.80	11.00
	Welder, Special Class	32.90	33.60
	Welder, First Class	32.90	33.60

Clause No.	Tool Allowances - Electrical Brief Description	Amount per week from first full pay period on or after 1.7.19 \$	Amount per week from first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$
5	Electrical Fitter	20.80	21.20
	Electrical Fitter/Mechanic	20.80	21.20
	Electrical Instrument Fitter	20.80	21.20
	Electrical Mechanic	20.80	21.20
	Electrician in charge of plant having a capacity of less than 75 kilowatts	20.80	21.20
	Electronic Tradesperson	20.80	21.20
	Electrical Instrument Fitter	20.80	21.20
	Plant Electrician	20.80	21.20
	Radio Mechanic and Fitter	20.80	21.20
	Refrigeration and/or Air Conditioning Mechanic	20.80	21.20

Table 3 - Allowances

Clause No.	Brief Description	Amount per week from first full pay period on or after 1.7.19 \$	Amount per week from first full pay period on or after 1.7.20 (0.3%) \$
4.2	Carpenter Diver (p.w.)	311.50	312.45
4.4	Electrician who is holder of a NSW electrician's licence:		
	A Grade Licence (p.w.)	51.80	52.00
	B Grade Licence (p.w.)	27.90	28.00
4.5	Lead Burner (p.h.)	1.07	1.07
4.6	Plumber and Drainer when required to act on plumbers licence (p.h.)	1.35	1.35
	gasfitters licence (p.h.)	1.35	1.35
	drainers licence (p.h.)	1.12	1.12
	plumbers and gasfitters licence (p.h.)	1.80	1.81
	plumbers and drainers licence (p.h.)	1.80	1.81
	gasfitters and drainers licence (p.h.)	1.80	1.81
	plumbers, gasfitters and drainers licence (p.h.)	2.49	2.50
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.79	0.79
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	28.10	28.20
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.44	1.44
4.10	Computing quantities (p.d.)	6.10	6.12
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.)	48.20	48.35

	when working away from regular place of employment (p.d.)	9.69	9.72
4.12	Registration allowance (p.h.)	1.03	1.03
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.33	1.33
4.14	Cold places: below 0 degree Celsius (p.h.)	0.84	0.84
	below minus 7 degrees Celsius (p.h.)	0.97	0.97
4.15	Confined spaces (p.h.)	1.04	1.04
4.16	Dirty work (p.h.)	0.84	0.84
	For Bridge and wharf carpenter who:		
	uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.85	0.85
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.84	0.84
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.84	0.84
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.84 0.16	0.84 0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.)	0.84	0.84
	exceeds 54 degrees celsius (p.h.)	1.04	1.04
4.19	Handling insulation material (p.h.)	1.02	1.02
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.)	0.53	0.53
	repairs to and while inside oil fired boilers (p.h.)	2.07	2.08
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots(p.h.)	0.84	0.84
	when required to work in the rain (p.h.)	0.84	0.84
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	3.18	3.19
	called upon to work knee-deep in mud or water (p.d.)	6.61	6.63
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	4.26	4.27
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.26	4.27
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.)	0.84	0.84
	for each additional 15 metres (p.h.)	0.84	0.84
4.24	Depth exceeding 3 metres (p.h.)	0.84	0.84
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.)	6.15	6.17
	for each hour thereafter (p.h.)	1.26	1.26
	Solid plasterers when working off a swing scaffold (p.h.)	0.16	0.16
4.26	Spray application (p.h.)	0.82	0.82
4.27	Soil pipes (p.h.)	1.04	1.04
4.28	Working on second-hand timber (p.d.)	3.25	3.29
4.29	Roof work:		
	work in excess of 12 metres from the nearest floor level (p.h.)	1.04	1.04
	minimum payment (p.h.)	1.04	1.04
4.30	Electric welding (p.h.)	0.33	0.33

4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	2.00 2.00	2.01 2.01
4.32	Scaffolding rigging (p.h.)	0.84	0.84
4.33	Corrective establishments (p.h.)	2.09	2.10
	Mental institutions (p.h.)	1.61	1.61
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.58	0.58
	Geriatric hospitals:- Lidcombe Hospital (p.h)	0.53	0.53
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	3.90	3.91
4.34	Distant places: in districts as set out in subclause 5.3 (p.d.) in western division of the state (p.d.) within the area as set out in subclause 5.36.3 (p.d.) Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.59 2.61 2.61 1.49	1.59 2.62 2.62 1.49
4.36	Morgues (p.h.)	0.97	0.97
4.37	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.)	1.04 0.72	1.04 0.72
	Working in close proximity to employees so engaged (p.h.)	0.84	0.84
4.38	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.) 9 kg or over and up to 18 kg (p.h.) over 18 kg (p.h.)	0.84 1.46 2.31	0.84 1.46 2.32
4.39	Bagging bricks or concrete structures (p.h.)	0.77	0.77
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.77	0.77
4.41	Materials containing asbestos (p.h.)	1.04	1.04
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.51	4.52
4.43	Operation of brick cutting machine (p.h.)	1.04	1.04
4.44	Asbestos eradication (p.h.)	2.79	2.80
4.45	Employee required to work in an Animal House (p.h.)	0.51	0.51
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.84	0.84
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	53.00	53.15
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	67.90	68.10
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	88.70	88.95
15.1	Chokages pipe or pump (p.d.)	9.79	9.82
15.2	Fouled equipment (p.d.)	9.79	9.82
17.3	First Aid qualifications (p.d.)	3.64	3.65

Application to employees of Department of Education and Communities

Clause No.	Brief Description	Amount per week as at 1.7.20 \$	Amount per week from first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$
5	Tool Allowances - Electrical		
	Radio Mechanic and Fitter	22.70	23.15

Clause No.	Brief Description	Amount from first full pay period on or after 1.7.19 \$	Amount from first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$
8.1	Excess fares and travelling time to and from place of work	25.60 p.d.	26.19 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	10.20 p.d.	10.40 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	21.50 p.d. 24.90 p.d.	21.90 p.d. 25.40 p.d.
8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	8.50 p.d. 10.10 p.d.	8.70 p.d. 10.30 p.d.
9.3.3	Meal allowance:		
	- after working in excess of four hours	15.90	16.20
	- for each subsequent meal	13.60	13.90
9.8	Tea Money:		
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	15.90	16.22
	- after each four hours on continuous overtime, for each meal	13.90	14.20
14.4	Expenses of reaching home and of transporting tools from distant work	24.70	25.20
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	536.10 p.w. 76.60 p.d.	546.82 p.w. 78.10 p.d.
14.6	Camping allowance	30.70 p.d.	31.30 p.d.
14.7	Returning home for the weekend from distant work	42.50	43.40
22.6.2	Supply of boots	39.60	40.40
	Accrual of credit	4.70 p.w.	4.80 p.w.
23.2	Reimbursement for loss of tools	1907.10	1945.15

N. CONSTANT, *Chief Commissioner*

CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 200828 of 2020)

Before Chief Commissioner Constant

19 January 2021

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|------------------------------------|
| 1. | Arrangement |
| 2. | Title |
| 3. | Area, Incidence and Duration |
| 4. | Wages and Allowances |
| 5. | Facilitative Arrangement |
| 6. | Salary Packaging Arrangements |
| 7. | Carer's Leave |
| 8. | Anti-Discrimination |
| 9. | Dispute Resolution Procedures |
| 10. | Deduction of Union Membership Fees |

Schedule A - List of Awards and Agreements Affected by the
Crown Employees Wages Staff (Rates of Pay) Award
2020

PART B

MONETARY RATES

Schedule B - Rates of Pay
Schedule C - Work Related Allowances
Schedule D - Expense Related Allowances

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2020.

3. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Government Sector Employment Act 2013* in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award and will not apply to employees covered by the Taronga Conservation Society Australia Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2019 published 28 February 2020 (386 I.G. 800) and all variances.

This award has a nominal term of 12 months from 1 July 2020 with any increases to pay and work related allowances effective from the first full pay period on or after 1 January 2020.

4. Wages and Allowances

- (i) Wage rates and allowances are set out in Part B, Monetary Rates.
- (ii) The wage increases referred to in subclause (i) of this clause shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in subclause (i) of this clause do not apply to expense related allowances as set out in Schedule D of Part B.

5. Facilitative Arrangement

- (i) The purpose of this arrangement is to facilitate agency level bargaining on classification structures.
- (ii) Specifically, the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees Wages Staff Rates of Pay Award.
- (iii) Further achievement of agency level outcomes should be achieved through:
 - (a) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.
 - (b) Where applicable, the Industrial Relations Secretary and Unions NSW may seek quarterly progress reports on agency level committee negotiations.
 - (c) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:
 - (1) the development of level descriptors;
 - (2) identification of structured training for the purposes of the level descriptors; and
 - (3) translation of existing staff into any new structure.
 - (d) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed by Unions NSW and the Industrial Relations Secretary to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.
 - (e) The usual Dispute Resolution procedures as set out in clause 9 will be followed by the industrial parties in the context of these negotiations.
 - (f) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Wages and Allowances or Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or

- (d) *State Authorities Non-contributory Superannuation Act 1987*,
the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 4, Wages and Allowances, or Part B, Monetary Rates, of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

7. Carer's Leave

- (i) Use of Sick Leave:
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 7, Carer's Leave, shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 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.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
- (i) a spouse of the employee; or

- (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (ii) Unpaid Leave for Family Purpose: An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 8(i)(c)(2) who is ill.
 - (iii) Annual Leave:
 - (a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (iii)(a) of clause 7 above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.
 - (c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (iv) Time Off in Lieu of Payment for Overtime:
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

- (d) Where no election is made in accordance with the said paragraph (iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time:
 - (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (vi) Bereavement Leave:
 - (a) An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph (i)(c)(2) of clause 7, above.
 - (b) The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
 - (d) An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
 - (e) Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

8. Anti-Discrimination

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

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

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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."

9. Dispute Resolution Procedures

Subject to the provisions of the *Industrial Relations Act 1996*, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

10. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to subclause (i) and (ii) of clause 10, Deduction of Union Membership Fees above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

**SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN
EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2020**

1. (013) Crown Employees (Security and General Services) Award 2020
2. (256) Crown Employees (Skilled Trades) Award 2020
3. (745) Crown Employees (Transport Drivers, &c) Award 2020
4. (1565) Farm Assistants (Department of Education) Wages and Conditions Award 2020
5. (045) Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2020
6. (1611) Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2020
7. (1511) Crown Employees Conservation Field Officers (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2020
8. (1298) Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2020

PART B

MONETARY RATES

SCHEDULE B - RATES OF PAY

Crown Employees (Security and General Services) Award - Rates of Pay

Clause 7 Rates of Pay Classification	Per week as at 1.7.20 \$	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$
Security Officer		
Grade 1	934.90	937.70
Grade 2	967.70	970.60
Grade 3	1012.00	1015.00
General Services Officer		
Grade 1	834.30	836.80
Grade 2	906.20	908.90
Grade 3	934.90	937.70
Part-time Employees (Per hour) -		
General Services Officer Grade 2 (Cleaners)	25.80	25.90

Application to school based employees of the Department of Education

Clause 7 Rates of Pay Classification	Per week as at 1.7.20 \$	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$
Security Officer		
Grade 1	1007.80	1010.80
Grade 2	1042.80	1045.90

Crown Employees (Skilled Trades) Award - Rates of Pay

Classification - clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance Classification	Per week as from the first full pay period on or after 1.7.19 \$	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$
Bespoke Bootmaker	985.80	988.80
Blacksmith	1078.40	1081.60
Body Maker, First Class	1067.60	1070.80
Boilermaker and/or Structural Steel Tradesperson	1067.60	1070.80
Boot or Shoe Repairer	967.70	970.60
Bricklayer	1067.60	1070.80
Bridge and Wharf Carpenter	1067.60	1070.80
Cabinet Maker	1108.00	1111.30
Carpenter and/or Joiner	1067.60	1070.80
Coach and/or Spray Painter	1067.60	1070.80
Drainer	1078.40	1081.60
Electrical Fitter	1138.50	1141.90
Electrical Instrument Fitter	1192.30	1195.90
Electrical Mechanic	1138.50	1141.90
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1213.90	1217.50
Electrician in Charge of Plant having a capacity of Less than 75 Kilowatts	1159.40	1162.90
Electronics Tradesperson	1308.00	1311.90
Farrier	1078.40	1081.60
Fitter	1067.60	1070.80
Forger and/or Faggoter	1067.60	1070.80
French Polisher	1108.00	1111.30
Machinist, A Grade (Woodworking)	1067.60	1070.80
Machinist, First Class (Metal Trades)	1086.70	1090.00
Marker-off	1078.40	1081.60
Mechanical Tradesperson - Special Class (as defined)	1127.10	1130.50
Motor Mechanic	1067.60	1070.80
Painter	1067.60	1070.80
Panel Beater	1067.60	1070.80
Patternmaker	1099.70	1103.00
Plant Electrician	1201.80	1205.40
Plant Mechanic	1067.60	1070.80
Plasterer	1067.60	1070.80
Plumber and/or Gasfitter	1078.40	1081.60
Radio Mechanic or Fitter	1138.50	1141.90
Refrigeration and/or Air Conditioning	1138.50	1141.90
Saw Doctor	1138.50	1141.90
Sawyer, No. 1 Benchperson	1086.70	1090.00
Scalemaker and/or Adjuster	1067.60	1070.80
Scientific Instrument Maker	1099.70	1103.00
Sewing Machine Mechanic	1067.60	1070.80
Sheetmetal Worker, First Class	1067.60	1070.80
Shipwright and/or Boatbuilder	1067.60	1070.80
Signwriter	1099.70	1103.00
Slater and Tiler	1067.60	1070.80
Stonemason	1067.60	1070.80
Stonemason-Carver	1138.50	1141.90
Tilelayer	1067.60	1070.80
Toolmaker	1099.70	1103.00
Toolsmith	1078.40	1081.60

Trimmer (Motor)	1067.60	1070.80
Turner	1067.60	1070.80
Watchmaker	1048.30	1051.40
Welder, Special Class	1078.40	1081.60
Welder, First Class	1067.60	1070.80

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as from the first full pay period on or after 1.7.19 \$	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$
1st year	461.60	463.00
2nd year	607.20	609.00
3rd year	777.80	780.10
4th year	897.10	899.80

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as from the first full pay period on or after 1.7.19 \$	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$
1st year	497.70	499.20
2nd year	654.80	656.80
3rd year	838.80	841.30
4th year	967.70	970.60

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.20. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects.
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.20 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Crown Employees (Transport Drivers, &c.) Award - Rates of Pay

Clause 2 Wages	Classification	As at 1.7.20	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	959.50	962.40
(b)	Over 2950 and up to 4650	967.70	970.60

(c)	Over 4650 and up to 6250	975.50	978.40
(d)	Over 6250 and up to 7700	975.50	978.40
(e)	Over 7700 and up to 9200	985.80	988.80
(f)	Over 9200 and up to 10800	985.80	988.80
(g)	Over 10800 and up to 12350	994.50	997.50
(h)	Over 12350 and up to 13950	994.50	997.50
(i)	Over 13950 and up to 15500	1002.20	1005.20
(j)	Over 15500 and up to 16950	1012.00	1015.00
(k)	Over 16950 and up to 18400	1012.00	1015.00
(l)	Over 18400 and up to 19750	1012.00	1015.00
(m)	Over 19750 and up to 21100	1012.00	1015.00
(n)	Over 21100 and up to 22450	1019.80	1022.90
(o)	Over 22450 and up to 23850	1019.80	1022.90
(p)	Over 23850 and up to 25200	1019.80	1022.90
(q)	Over 25200 and up to 26550	1029.80	1032.90
(r)	Over 26550 and up to 27900	1029.80	1032.90
(s)	Over 27900 and up to 29300	1029.80	1032.90
(t)	Over 29300 and up to 30650	1029.80	1032.90
(u)	Over 30650 and up to 32000	916.70	919.50
(v)	Over 32000 and up to 33350	916.70	919.50
(w)	Over 33350 and up to 34750	1048.20	1051.30
(x)	Over 34750 and up to 36100	1048.20	1051.30
(y)	Over 36100 and up to 37450	1048.20	1051.30
(z)	Over 37450 and up to 38800	1048.20	1051.30
(aa)	Over 38800 and up to 40200	1058.60	1061.80
(ab)	Over 40200 and up to 41550	1058.60	1061.80
(ac)	Over 41550 and up to 42900	1058.60	1061.80
(ad)	Over 42900 and up to 44250	1067.30	1070.50
(ae)	Over 44250 and up to 45650	1067.30	1070.50
2. Drivers of mobile cranes			
- employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods			
- where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	975.50	978.40
(b)	Over 3050 and not exceeding 5100	985.80	988.80
(c)	Over 5100 and not exceeding 6100	994.50	997.50
(d)	Over 6100 and not exceeding 7100	994.50	997.50
(e)	Over 7100 and not exceeding 8100	994.50	997.50
(f)	Over 8100 and not exceeding 9150	994.50	997.50
(g)	Over 9150 and not exceeding 10150	1002.20	1005.20
(h)	Over 10150 and not exceeding 11200	1002.20	1005.20
(i)	Over 11200 and not exceeding 12200	1002.20	1005.20
(j)	Over 12200 and not exceeding 13200	1012.00	1015.00
(k)	Over 13200 and not exceeding 14200	1012.00	1015.00
(l)	Over 14200 and not exceeding 15250	1012.00	1015.00
(m)	Over 15250 and not exceeding 16250	1012.00	1015.00
(n)	Over 16250 and not exceeding 17250	1019.80	1022.90
(o)	Over 17250 and not exceeding 18300	1019.80	1022.90
(p)	Over 18300 and not exceeding 19300	1019.80	1022.90
(q)	Over 19300 and not exceeding 20300	1019.80	1022.90
(r)	Over 20300 and not exceeding 21350	1029.80	1032.90
(s)	Over 21350 and not exceeding 22350	1029.80	1032.90
(t)	Over 22350 and not exceeding 23350	1029.80	1032.90
(u)	Over 23350 and not exceeding 24400	1029.80	1032.90
(v)	Over 24400 and not exceeding 25500	1029.80	1032.90
(w)	Over 25500 and not exceeding 26400	1029.80	1032.90
(x)	Over 26400 and not exceeding 27450	1029.80	1032.90

(y)	Over 27450 and not exceeding 28450	1037.90	1041.00
(z)	Over 28450 and not exceeding 29450	1037.90	1041.00
(aa)	Over 29450 and not exceeding 30500	1029.80	1032.90
And for each additional 1000 kg or part thereof over		0.38	0.38
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	975.50	978.40
(b)	Over 4500 to 9100	994.50	997.50
(c)	Over 9100 kg	1002.20	1005.20
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	985.80	988.80
(b)	Over 20350 kg	1012.00	1015.00
5. Extra Hands		938.30	941.10

Farm Assistants (Department of Education) Wages and Conditions Award - Rates of Pay

Clause 6 - Wages	As at 1.7.20	Per week as from the first full pay period on or after 1.7.20 (0.3%) \$
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance		
Farm Assistant - Class I	985.80	988.80
Farm Assistant - Class II	1133.40	1136.80
Flower Gardener	1018.20	1021.30

Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Rates of Pay

Clause 9 - Wages	As at 1.7.20 \$	From the first full pay period on or after 1.7.20 (0.3%) \$
Household Staff Grade 1		
Kitchen Hand or Useful Cleaner	833.70	836.20
Room Attendant	833.70	836.20
Dining Room Attendant	833.70	836.20
Laundry Attendant	833.70	836.20
Stores Steward	833.70	836.20
Household Staff Grade 2		
Butcher (casual)	843.10	845.60
Cook (unqualified)	843.10	845.60
Household Staff Grade 3		
Laundry Supervisor	868.50	871.10
Cook (qualified)	868.50	871.10
Dining Room Supervisor	868.50	871.10
Housekeeper/Cleaning Supervisor	868.50	871.10
Household Staff Grade 4		
First Cook (qualified)	913.60	916.30
Household Staff Grade 5		
Catering Supervisor	954.40	957.30

Crown Employees (NSW Department of Planning and Environment) - Museum of Applied Arts and Sciences Electrical Preparators Award - Rates of Pay

Clause 5 - Wage Rates	As at 1.7.20 (per year) \$	From the first full pay period on or after 1.7.20 (0.3%) (per year) \$
Electrical Preparator - Grade 1		
Year 1	64,237.00	64,430.00
Year 2	66,003.00	66,201.00
Year 3	67,852.00	68,056.00
Electrical Preparator - Grade 2		
Year 1	70,424.00	70,635.00
Year 2	73,176.00	73,396.00
Senior Electrical Preparator - Grade 1		
Year 1	76,191.00	76,420.00
Year 2	77,578.00	77,811.00

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 2020 - Rates of Pay

Schedule 1 - Wage Rates	As at 1.7.20 \$	From the first full pay period on or after 1.7.20 (0.3%) \$
Trainee	933.10	935.90
Grade 1	972.50	975.40
Grade II	1025.20	1028.30
Grade III	1079.90	1083.10
Grade IV	1109.90	1113.20
Grade V	1172.50	1176.00
Grade VI	1249.80	1253.50
Grade VII	1312.10	1316.00

Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2020 - Rates of Pay

Classification	As at 1.7.20	From the first full pay period on or after 1.7.20 \$
Apprentice		
Year 1 38 hpw	28928.00	29,015.00
Year 2 38 hpw	38571.00	38,687.00
Year 3 38 hpw	48213.00	48,358.00
Year 4 38 hpw	54642.00	54,806.00
Trades Level 5/6		
Yr 1 38 hpw	64283.00	64,476.00
Yr 2 38 hpw	66005.00	66,203.00
Yr 3 38 hpw	67854.00	68,058.00
Yr 4 38 hpw	69734.00	69,943.00
Trades Level 7/8		
Yr 1 38 hpw	71713.00	71,928.00
Yr 2 38 hpw	73855.00	74,077.00
Yr 3 38 hpw	76192.00	76,421.00
Yr 4 38 hpw	79297.00	79,535.00

SCHEDULE C

WORK RELATED ALLOWANCES

Crown Employees (Security and General Services) Award - Work Related Allowances

Clause 9 - Additional Rates		As at 1.7.20	From the first full pay period on or after 1.7.20 (0.3%)
		\$	\$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	40.10	40.20
	6 - 10 employees	45.60	45.70
	11-15 employees	59.40	59.60
	16-20 employees	68.60	68.80
	Over 20 employees -	68.60	68.80
	for each employee over 20 an additional amount is paid	0.50	0.50
(ii)	Qualification allowance (per week)	26.90	27.00
(iii)	First Aid Allowance (per week)	20.70	20.75
(iv)	Boiler Attendants Certificate (per week)	17.50	17.55
(v)	Refrigeration Drivers Certificate (per week)	17.50	17.55
(iv)	Contingency Allowance (per week)		
	1-10 Hours per week	11.10	11.15
	11 to 25 hours per week	17.10	17.15
	26 to 38 hours per week	23.00	23.10
(vii)	Toilet allowance (per week)	13.70	13.75
(viii)	Multi-Purpose Machines Allowance - per shift	3.80	3.80
(ix)	Furniture removal allowance - per shift	3.38	3.39
(x)	Torches - per shift	1.08	1.08
(xi)	Laundry allowance - per shift	2.30	2.31
(xii)	Locomotion allowance - per shift	36.70	36.80
(xiii)	Bicycle allowance - per shift	2.92	2.93
Clause 10. Shift Allowances			
(ii)(a)	Broken Shifts allowance (per day)	16.80	16.90
(ii)(b)	Excess Fares allowance (per week)	10.70	10.70
Clause 13. - General Conditions			
(ii)	Accommodation deduction (per week)	21.00	21.10

Application to school based employees of the Department of Education

Clause 9 - Additional Rates		As at 1.7.20	From the first full pay period on or after 1.7.20 (0.3%)
		\$	\$
(i)	Leading Hands Allowance (per week)		
	1 - 5 employees	43.30	43.40
	6 - 10 employees	48.90	49.00
	11-15 employees	64.10	64.30
	16-20 employees	74.10	74.30
	Over 20 employees -	74.10	74.30
	for each employee over 20 an additional amount is paid	0.53	0.53
(v)	Contingency Allowance (per week)		
	1-10 Hours per week	11.90	11.95
	11 to 25 Hours per week	18.30	18.40
	26 to 38 Hours per week	24.80	24.90

Crown Employees (Skilled Trades) Award - Work Related Allowances

Clause No.	Brief Description	As at 1.7.20 \$	From the first full pay period on or after 1.7.20 (0.3%) \$
4.2	Carpenter Diver (p.w)	311.50	312.45
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	51.80 27.90	52.00 28.00
4.5	Lead Burner (p.h.)	1.07	1.07
4.6	Plumber and Drainer when required to act on: plumbers licence (p.h.) gasfitters licence (p.h.) drainers licence (p.h.) plumbers and gasfitters licence (p.h.) plumbers and drainers licence (p.h.) gasfitters and drainers licence (p.h.) plumbers, gasfitters and drainers licence (p.h.)	1.35 1.35 1.12 1.80 1.80 1.80 2.49	1.35 1.35 1.12 1.81 1.81 1.81 2.50
4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.79	0.79
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	28.10	28.20
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.44	1.44
4.10	Computing quantities (p.d.)	6.10	6.12
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	48.20 9.69	48.35 9.72
4.12	Registration allowance (p.h.)	1.03	1.03
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.33	1.35
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.84 0.97	0.84 0.97
4.15	Confined spaces (p.h.)	1.04	1.04
4.16	Dirty work (p.h.) For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.84 0.85	0.84 0.85
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person (p.h.) Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.84 0.84	0.84 0.84
4.17	Height money:		
	7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.84 0.16	0.84 0.16
4.18	Hot places: between 46 degrees Celsius and 54 degrees Celsius (p.h.) exceeds 54 degrees Celsius (p.h.)	0.84 1.04	0.84 1.04
4.19	Handling insulation material (p.h.)	1.02	1.02
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.53 2.07	0.53 2.08

4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.) - when required to work in the rain (p.h.) - called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) - called upon to work knee-deep in mud or water (p.d.)	0.84 0.84 3.18 6.61	0.84 0.84 3.19 6.63
4.22	Acid furnaces, Stills, etc.: Construction or repairs to acid furnaces, stills, towers and all resisting brickwork other acid (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.26 4.26	4.27 4.27
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.84 0.84	0.84 0.84
4.24	Depth exceeding 3 metres (p.h.)	0.84	0.84
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	6.15 1.26 0.16	6.17 1.26 0.16
4.26	Spray application (p.h.)	0.82	0.82
4.27	Soil pipes (p.h.)	1.04	1.04
4.28	Working on second-hand timber (p.d.)	3.28	3.29
4.29	Roof work:		
	work in excess of 12 metres from the nearest floor level (p.h.)	1.04	1.04
	minimum payment (p.h.)	1.04	1.04
4.30	Electric welding (p.h.)	0.33	0.33
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	2.00 2.00	2.01 2.01
4.32	Scaffolding rigging (p.h.)	0.84	0.84
4.33	Corrective establishments (p.h.)	2.09	2.10
	Mental institutions (p.h.)	1.61	1.61
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.58	0.58
	Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.53	0.53
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	3.90	3.91
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.) - in western division of the state (p.d.) - within the area as set out in subclause 5.36.3 (p.d.) - Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.59 2.61 2.61 1.49	1.59 2.62 2.62 1.49
4.35	Morgues (p.h.)	0.97	0.97
4.36	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.) Working in close proximity to employees so engaged (p.h.)	1.04 0.72 0.84	1.04 0.72 0.84
4.37	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.) - 9 kg or over and up to 18 kg (p.h.)	0.84 1.46	0.84 1.46

	- over 18 kg (p.h.)	2.31	2.32
4.38	Bagging bricks or concrete structures (p.h.)	0.77	0.77
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.77	0.77
4.40	Materials containing asbestos (p.h.)	1.04	1.04
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.51	4.52
4.42	Operation of brick cutting machine (p.h.)	1.04	1.04
4.43	Asbestos eradication (p.h.)	2.79	2.80
4.44	Employee required to work in an Animal House (p.h.)	0.51	0.51
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.84	0.84
5.	Tool Allowance		
	Electrical Fitter	20.80	21.20
	Electrical Fitter/Mechanic	20.80	21.20
	Electrical Instrument Fitter	20.80	21.20
	Electrical Mechanic	20.80	21.20
	Electrician in charge of plant having a capacity of less than 75kilowatts	20.80	21.20
	Electronic Tradesperson	20.80	21.20
	Electrical Instrument Fitter	20.80	21.20
	Plant Electrician	20.80	21.20
	Radio Mechanic and Fitter	20.80	21.20
	Refrigeration and/or Air Conditioning Mechanic	20.80	21.20
6.1	Employee appointed to be in charge of up to and including five employees(p.w)	53.00	53.15
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	67.90	68.10
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	88.70	88.95
15.1	Chokages pipe or pump (p.d.)	9.79	9.82
15.2	Fouled equipment (p.d.)	9.79	9.82
17.3	First Aid qualifications (p.d.)	3.64	3.65

Application to employees of the Department of Education

Clause No.	Brief Description	As at 1.7.20	From the first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI)
		\$	\$
5	Tool Allowances - Electrical		
	Radio Mechanic and Fitter	22.70	23.15

Farm Assistants (Department of Education) Wages and Conditions Award - Work Related Allowances

Clause No.	Allowance	As at 1.7.20	From the first full pay period on or after 1.7.20 (0.3%)
		\$	\$
6. Special Rates			
6.6.1	Tractor operation (per day)	5.02	5.04
6.6.2	Truck driving (per day)	5.02	5.04
6.6.3	Headers, etc. (per day)	5.02	5.04
6.7	Broken Shift (per day)	15.12	15.17
6.9	Protective Clothing (per hour)	0.82	0.82

6.10	First Aid (per day)	3.79	3.80
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Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 20208 - Work Related Allowances

Clause No.	Description and Authority Allowance effective first pay period on or after	As at 1.7.20 \$	From the first full pay period on or after 1.7.20 (0.3%) \$
8.6	Supervision Allowance	48.40	48.55
15.	First Aid Allowance	3.54	3.55

Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Work Related Allowances

Allowance	As at 1.7.20 \$	From the first full pay period on or after 1.7.20 (0.3%) \$
Broken Shift Allowance	12.56	12.60

Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2020 - Work Related Allowances

Clause No	Allowance effective first pay period on or after	As at 1.7.2020 \$	From the first full pay period on or after 1.7.20 (0.3%) \$
	Brief Description		
7.4.2	Chokage (per hour)	1.30	1.30
7.4.3	Asbestos (per hour)	1.04	1.04
7.4.4	Plumbers Licence (per hour)	1.80	1.81
7.4.4	Plumbers Registration (per hour)	1.03	1.03

SCHEDULE D

EXPENSE RELATED ALLOWANCES

Crown Employees (Security and General Services) Award - Expense Related Allowances

Clause 9 - (xiii) Motor Vehicle allowance Use of private motor vehicle during work related duties	As at 1.7.20 \$	From the first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.68	0.70
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.68	0.70
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.68	0.70

Clause 18 (ii) - Overtime	As at 1.7.20 \$	From the first full pay period on or after 1.7.20 \$
Overtime meal allowance	Per ATO determination	Per ATO determination

Crown Employees (Skilled Trades) Award - Expense Related Allowances

Clause No.		As at 1.7.20 \$	From the first full pay period on or after 1.7.20 (i.e. 2.0% March 2020 Sydney CPI) \$
5.	Tool Allowances		
	Blacksmith	32.90	33.60
	Bodymaker, First Class	32.90	33.60
	Boilermaker and/or Structural Steel	33.00	33.70
	Bricklayer	23.50	24.00
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	33.00	33.70
	Cabinet Maker	13.30	13.60
	Carpenter	32.90	33.60
	Drainer	32.90	33.60
	Farrier	32.90	33.60
	Fitter	32.90	33.60
	Forger and/or Faggoter	32.90	33.60
	Machinist, First Class (Metal Trades)	32.90	33.60
	Machinist (Metal Trades) Special Class	32.90	33.60
	Marker Off	32.90	33.60
	Motor Mechanic	32.90	33.60
	Painter	8.00	8.20
	Panel Beater	32.90	33.60
	Patternmaker	32.90	33.60
	Plant Mechanic	32.90	33.60
	Plasterer	32.90	33.60
	Plumber	32.90	33.60
	Plumber and Gasfitter	32.90	33.60
	Plumber, Gasfitter and Drainer	32.90	33.60
	Sewing Machine Mechanic	32.90	33.60
	Sheetmetal Worker, First Class	32.90	33.60
	Shipwright/Boatbuilder	32.90	33.60
	Signwriter	8.00	8.20
	Slater and Tiler	17.10	17.40
	Stonemason	32.90	33.60
	Stonemason-Carver	32.90	33.60
	Tilelayer	23.50	24.00
	Toolmaker	32.90	33.60
	Toolsmith	32.90	33.60
	Trimmer (Motor)	32.90	33.60
	Turner	32.90	33.60
	Vehicle Builder	32.90	33.60
	Watchmaker	10.80	11.00
	Welder, Special Class	32.90	33.60
	Welder, First Class	32.90	33.60

8.1	Excess fares and travelling time to and from place of work	25.60	26.10
8.1.1	If employer provides or offers to provide transport free of Charge	10.20	10.40
8.2	Excess fares and travelling to and from work:		
	- first year apprentices (or probationers)	21.50	21.90
	- to all other apprentices	24.90	25.40
8.2.1	If employer provides or offers to provide transport free of charge		
	- to first year apprentices	8.50	8.70
	- to all other apprentices	10.10	10.30
9.3.3	Meal allowance:		
	- after working in excess of four hours	15.90	16.20
	- for each subsequent meal	13.60	13.90
9.8	Tea Money:		
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	15.90	16.22
	- after each four hours on continuous overtime, for each meal	13.90	14.20
14.4	Expenses of reaching home and of transporting tools from distant work	24.70	25.20
14.5.1	Allowance for board and lodging:		
	- while on distant work	536.10	546.82
	- for broken parts of week	76.60	78.10
14.6	Camping allowance	30.70	31.30
14.7	Returning home for the weekend from distant work	42.50	43.40
22.6.2	Supply of boots	39.60	40.40
	Accrual of credit	4.70	4.80
23.2	Reimbursement for loss of tools	1907.10	1945.15

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 2020 - Expense Related Allowances

(Subject to variations to Table 1 - Allowances of Part B, Monetary Rates, of the Crown Employees (Public Service Conditions of Employment) Award.

Clause No.	Description and Authority	From the first full pay period on or after 1.7.19 \$	From the first full pay period on or after 1.7.20 \$
10.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	Per ATO	Per ATO
13.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal Workplace Dinner: when employee works and travels after 6.30 pm	Per ATO	Per ATO
13.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	Per ATO	Per ATO

13.4(i)	Camping Allowance	As at 1.7.2020 (i.e. 1.8% March 2019 Sydney CPI)	From the first full pay period on or after 1.7.2020 (i.e. 2.0% March 2020 Sydney CPI)
	Established Camp	33.60	34.30
	Non established Camp	44.40	45.30
	Additional allowance in excess of 40 nights per annum	10.60	10.80
13.4(ii)	Camping equipment allowance	33.30	34.00
	Bedding and/or sleeping bag allowance	5.60	5.70

N. CONSTANT, *Chief Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 268320 of 2019)

Before Commissioner Sloan

5 February 2021

VARIATION

1. Delete clause 25, Tolls and Charges, of the determination published 24 April 2020 (387 I.G. 924) the following in lieu thereof the following:

25. Tolls and Charges

- 25.1 A Principal Contractor shall pay road tolls incurred by a Contract Carrier in the performance of Cartage Work for the Principal Contractor as a consequence of any mandatory legal obligations upon commercial vehicles to:

- (a) use certain toll roads; or
- (b) avoid certain roads including light limit roads which has the result of requiring the use of a toll road.

- 25.2 In all other circumstances, a Principal Contractor shall pay road tolls incurred by a Contract Carrier in the performance of Cartage Work for the Principal Contractor unless the Principal Contractor expressly directs the Contract Carrier in writing to not use a toll road.

An express direction may include:

- (a) a standing written direction issued by the Principal Contractor to Contract Carriers on an enterprise or fleet basis; or
- (b) individual written directions issued by the Principal Contractor to Contract Carriers.

- 25.3 This clause does not apply:

- (a) if the Principal Contractor can demonstrate that it already pays the Contract Carrier under an arrangement which factors in the payment of current road tolls, including by way of an alternative remuneration arrangement pursuant to clause 21; or
- (b) to a Principal Contractor and their Contract Carriers performing Cartage Work under a contract agreement that was approved by the Commission during the period of on or after 1 January 2018 and up to and including 5 February 2021.

For the avoidance of doubt, the exclusion provided for by 25.3(b) will not apply to any contract agreement that is approved or varied by the Commission after 5 February 2021.

- 25.4 The payment of a road toll can be made by a Principal Contractor:

- (a) in the next pay cycle following the Contract Carrier providing a receipt to the Principal Contractor; or

- (b) by providing the Contract Carrier with an E-Tag.
- 2. This contract determination variation shall operate on and from 15 March 2021.

D. SLOAN, *Commissioner*

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HEALTH EMPLOYEES' (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 316363 of 2019)

Before Commissioner Stanton

12 May 2020

VARIATION

1. Insert after subclause (xviii) of clause 1, Definitions, of the award published 1 November 2020 (385 I.G. 558), the following new subclauses and renumber the existing subclauses accordingly.
 - (xix) "Forensic Mortuary Technician" means a person responsible for undertaking a range of duties to assist with the completion of forensic autopsies under the supervision and general direction of the medical officer responsible for the autopsy. They will be responsible for using their technical skills, knowledge and experience to assist the medical officer to undertake medical examination. A Forensic Mortuary Technician will be required to hold a minimum qualification equivalent to Certificate Level IV in a relevant field as determined by NSW Health. They will be responsible for the following:
 - (a) Removal of body parts under supervision;
 - (b) Reconstructions, including complex reconstructions under supervision;
 - (c) Assist with and undertake collection and sending away of samples for analysis, including filing and distribution;
 - (d) Participate in DVI;
 - (e) The use of CT scanning or X-Ray;
 - (f) Photography of deceased persons;
 - (g) Recording, storing and management of unblocked tissue;
 - (h) Whole organ and tissue receipt, repatriation, packaging, storage, retention and transportation;
 - (i) The management of deceased persons, including destitute persons, that encompasses timely management, admission, storage and release, and preparation of for identification and viewing;
 - (j) Participate in quality control and audit activities;
 - (k) Mortuary maintenance, cleaning, ordering, stocking and restocking;
 - (l) Training of Autopsy Assistants and Forensic Mortuary Technicians; and
 - (m) Other duties within the scope of the Post Mortem Assistant classification.
 - (xx) A Senior Forensic Mortuary Technician may work under the general direction of the medical officer and may be responsible for supervising the Forensic Mortuary Technicians. They will be required to hold a minimum qualification at least equivalent to a Diploma in a relevant field, as determined by NSW Health. They will be responsible for the following:
 - (a) Removal of any/all body parts;

- (b) Advanced reconstructions;
- (c) The use of CT scanning or X-Ray;
- (d) Coordinate and undertake photography of deceased persons;
- (e) Coordinate and lead team members in DVI activities;
- (f) Coordinate and undertake collection and sending away of samples for analysis, including filing and distribution;
- (g) The coordination, monitoring and management of deceased persons including timely management, admission, storage and release and preparation of for identification and viewing;
- (h) Quality control and audit activities;
- (i) Coordinate mortuary maintenance, cleaning, ordering, stocking and restocking;
- (j) Coordinate training of Post Mortem Assistants and Forensic Mortuary Technicians;
- (k) Participate into the development of procedures and guidelines for mortuary operating procedures;
- (l) Technical supervision of Post Mortem Assistants and Forensic Mortuary Technicians, including staff development;
- (m) Supervisory activities related to mortuary functions;
- (n) Participate in autopsy related research;
- (o) Participate in professional development activities where required, including presentation at seminars; and
- (p) Other duties and functions without limitation within the scope of the Post Mortem Assistant and/or Forensic Mortuary Technician classifications.

J. D. STANTON, *Commissioner*

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**HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE)
AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 316363 of 2019)

Before Commissioner Stanton

12 May 2020

VARIATION

1. Delete subclause (iii) of clause 12, Special Working Conditions, of the award published 1 November 2019 (385 I.G. 587) and insert in lieu thereof the following:
 - (iii) Employees, other than the Forensic Mortuary Technician and the Senior Forensic Mortuary Technician classifications, shall be paid an allowance as set out in Item 12 of Table 1 for each shift or part thereof during which they are engaged in handling linen of a nauseous nature other than linen sealed in bags.
2. This variation shall take effect on and from 12 May 2020.

J. D. STANTON, *Commissioner*

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