

(1865)

**SERIAL C8503**

## **BROKEN HILL CITY COUNCIL CONSENT AWARD 2015**

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## **AWARD**

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**PART 1**

**APPLICATION AND OPERATION OF THIS AWARD**

**1. Title**

This Award is the Broken Hill City Council Consent Award 2015.

## 2. Statement of Intent

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

Ensure the efficient delivery of quality services to the community;

Improve knowledge and skill levels;

Establish skill related career paths;

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

Eliminate discrimination;

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

Ensure and facilitate flexible work practices;

Encourage innovation and continuous improvement; and

Promote cooperation and open communication and change management

### 3. Definitions

In this Award, unless the contrary intention appears:

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

"Aged and Community care employees" means employees engaged in the performance of all non-nursing work in or in connection with, or incidental to the conduct of Council administered aged and disability care centres and facilities.

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

"Award" means the Broken Hill City Council Consent Award 2015.

"Council" means the Broken Hill City Council.

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

"Ordinary pay" means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, and not be limited to the following penalties and allowances where they are regularly received.

Saturday, Sunday and shift penalties;

Tool allowances;

On call allowance;

First Aid allowance; and

Community language and signing work allowances.

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

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

Administration;

Building Surveying;

Engineering (Professional);

Executive Band;

Finance;

Health Surveying;

Library;

Public Relations;

Technical Services;

Tourism; and

Town Planning.

"Union" means the means the Barrier Industrial Council (BIC) and its affiliated unions: the Broken Hill Federated Municipal Employees Union (BHMEU), the Construction, Forestry, Mining, Energy & Union (Mining and General Division) (CFMEU), New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union (USU) and The Broken Hill Town Employees Union (BHTEU).

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



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

- 4.1 This Award shall apply to all employees of Broken Hill City Council, excluding those employees defined as senior staff by the Local Government Act 1993 (NSW).
- 4.2 This Award shall rescind and replace the Broken Hill City Council Consent Award 2012 published 14 September 2012 (374 I.G. 901) and all variations thereof.
- 4.3 This Award shall take effect from 21 December 2015 and will remain in force until 1 November 2018.
- 4.4 In Schedule 1 the Award provides for a 2% increase in rates of pay to operate from the first full pay period to commence on or after 1 November 2015.
- 4.5 In Schedule 1 the Award provides for a 3% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2016.
- 4.6 In Schedule 1 the Award provides for a 3% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2017
- 4.7 In Schedule 1 the Award provides for a 3% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2018.
- 4.8 This award shall be made by the Industrial Relations Commission of New South Wales and be known as the Broken Hill City Council Consent Award 2015. The parties to the Award are as follows:

Broken Hill City Council;

The Barrier Industrial Council;

Broken Hill Federated Municipal Employees Union;

The Construction, Forestry, Mining and Energy Union South Western District;

The Broken Hill Town Employees' Union; and

The United Services Union.

## 5. Anti-Discrimination

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

### NOTES

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

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

## PART 2

### HOURS OF WORK, OVERTIME AND RELATED MATTERS

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

- 6.1 Employment with Council is subject to the satisfactory completion of a probationary period.
- (a) The probationary period shall be for three (3) months duration; however Council may require a maximum period of six (6) months for employees above Grade 16 (Band 3 Level 2).
  - (b) During the probation period, employees shall be provided with the appropriate training and instruction to enable them to perform the duties and functions of the position.
  - (c) During the probation period the employee will be advised of any areas of concern and expected performance outcomes.
  - (d) At the successful conclusion of the probation period, the employee shall be offered a permanent position by Council in accordance with the employee's original appointment status, i.e. in a full-time or part-time capacity.
- 6.2 The ordinary hours of work for full time Salaried Office Employee shall be 70 per fortnight.
- 6.3 The ordinary hours of work for full time Wages employees shall be no more than 76 hours per fortnight.
- 6.4 Employees shall be entitled to a rostered day off once in every two (2) week period.
- (a) It is essential that all employees working a nine (9) day fortnight be aware that the first priority is the maintenance of acceptable work flows. Accordingly there will need to be co-operation between Council employees and managers in the planning of rostered working days so that adequate staff resources are available to all time to service public needs as well as providing interdepartmental office communication and services.
  - (b) Rosters are to be prepared by managers and/or departmental heads at least two weeks in advance.
  - (c) When a public holiday clashes with a rostered day off, the general rule will be to take the next working day as a rostered day off.
  - (d) Approval to accumulate rostered days off may be granted in special circumstances by the employee's manager and/or departmental head.

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

- 7.1 A Salaried Office employee engaged prior to 21 December 2015 shall continue to commence at 8.30am and finish at 5.00pm and work for 7 hours and 46 minutes exclusive of a 44 minute unpaid meal break.
- 7.2 A Wages employee engaged prior to 21 December 2015 shall continue to commence at 7.00am and finish at 3.26pm and work for 8 hours and 26 minutes inclusive of a paid meal break.
- 7.3 The maximum ordinary hours of work for Aged Care and Community Care employees shall be 76 hours per fortnight, where in each shift shall consist of 8 ordinary hours or work per day, inclusive of paid meal times.
- 7.4 Notwithstanding subclauses 7.1 and 7.2, an employee engaged prior to 21 December 2015 may alter their commencement and/or finishing times by agreement. Such agreement must be in writing and be genuine with no compulsion to agree.
- 7.5 Where Council seeks to vary an employee's commencement and finishing times outside the span of hours of 6am to 6pm there must be prior agreement with the employee and Council, in consultation with the union.
- 7.6 Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Friday.

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

- 7.7 The ordinary hours for employees engaged in the following functions and positions shall be between Monday and Sunday:
- (a) Council's Visitor Information Centre;
  - (b) The Library;
  - (c) The Entertainment Centre;
  - (d) The Geo Centre;
  - (e) The Art Gallery;
  - (f) Waste Services including Streetsweeping;
  - (g) Community care package employees, excluding disability services;
  - (h) Pool Attendants;
  - (i) Pool Cleaners;
  - (j) Airport Reporting Officers;
  - (k) Dog Control Officers; and
  - (l) The Living Desert Rangers.
- 7.8 Except as otherwise provided, ordinary hours worked by a full time or permanent part time employee at the Visitors Information Centre, Library, Entertainment Centre, Geo Centre and Art Gallery on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay. Ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 7.9 Ordinary hours worked on a Saturday or a Sunday by Waste Service Employees shall attract a 50% penalty for work between midnight on Friday and midnight Saturday, and a 100% penalty for work between midnight on Saturday and midnight on Sunday. Where a full time or part time Waste Service employee who works ordinary hours on the weekends is in receipt of an over-award payment, they shall not receive the penalty.
- 7.10 Ordinary hours worked on a Saturday or a Sunday by aged care employees shall attract a 50% penalty for work between midnight on Friday and midnight on Saturday and a 100% penalty for work between midnight on Saturday and midnight on Sunday. The weekend penalty rates for the ordinary hours of aged care employees are in substitution for and not cumulative upon the shift penalty prescribed in clause 9.2.
- 7.11 An employee may request to work ordinary hours on a Saturday and/or Sunday in lieu of ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
  - (b) Council and the Union will not unreasonably withhold agreement to such a request;
  - (c) Any such agreement shall not apply to new or vacant positions;

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- (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council shall not be required to pay the penalty rate prescribed by sub-clauses 7.8, and 7.9
- 7.12 Where an employee and Council agree, an employee engaged prior to 1 November 2015 may request to be permanently transferred to a Monday to Sunday spread and where such a request is agreed, the employee shall be entitled to receive the penalties in accordance with clause 7.8 and 7.9.
- 7.13 Where an employee engaged prior to 21 December 2015 applies for and is successful in a vacant or new position in any of the functions listed in 8.7, they shall receive the penalties in accordance with subclauses 8.8, 8.9 and 8.10.

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**8. Ordinary Hours for Employees Engaged On or After 21 December 2015**

- 8.1 The ordinary hours of work for full time Salaried Office Employee shall be 70 per fortnight.
- 8.2 The ordinary hours of work for full time Wages employees shall be no more than 76 hours per fortnight.
- 8.3 A salaried office employee shall be entitled to an unpaid meal break of 44 minutes.
- 8.4 A wages employee shall be entitled to a paid 26 minute meal break.
- 8.5 The ordinary hours shall not exceed 10 in any one day inclusive of paid/unpaid meal breaks and shall, except as otherwise provided, be worked between 6am and 6pm.
- 8.6 Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Friday.
- 8.7 The ordinary hours for employees engaged in the following functions shall be between Monday and Sunday:
- (a) Tourism Services, including the Visitor Information Centre;
  - (b) Entertainment Services, including Entertainment Centre operations, Hospitality;
  - (c) Cultural Services, including Geo Centre employees, Art Gallery employees, Library and Living Desert Ranger;
  - (d) Waste Services;
  - (e) Aged and Community Care services;
  - (f) Aquatic facilities, including pool attendants/ cleaners;
  - (g) Airport staff including Airport reporting officer;
  - (h) Rangers/ Enforcement Officers;
  - (i) Parks and Open Spaces;
  - (j) Crematorium and Cemetery;
  - (k) Trade functions;
  - (l) Road construction and maintenance;
  - (m) Cleaning.

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**8A. Saturday and Sunday Work for Employees Engaged On or After 21 December 2015**

- 8.8 Except as otherwise provided, ordinary hours worked by full time and permanent part time employees employed in Tourism and Cultural services, Aquatic facilities, Ranger/ Enforcement Officers and Entertainment Services on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- 8.9 Ordinary hours worked on a Saturday or a Sunday by Waste Services, Parks and Open Spaces, Crematorium and Cemetery, Trade Functions, Road Construction and Maintenance; Airport Staff and Cleaning employees shall attract a 50% penalty for work between midnight Friday and midnight Saturday and a 100% penalty for work between midnight Saturday and midnight Sunday.
- 8.10 Ordinary hours worked on a Saturday or a Sunday by aged care employees shall attract a 50% penalty for work between midnight on Friday and midnight on Saturday and a 100% penalty for work between midnight on Saturday and midnight on Sunday. The weekend penalty rates for the ordinary hours of aged care employees are in substitution for and not cumulative upon the shift penalty prescribed in sub-clause 9.2
- 8.11 An employee may request to work ordinary hours on a Saturday and/or Sunday in lieu of ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
  - (b) Council and the Union will not unreasonably withhold agreement to such a request;
  - (c) Any such agreement shall not apply to new or vacant positions;
  - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this sub-clause, Council shall not be required to pay the penalty rate prescribed by sub-clauses 8.8, 8.9 and 8.10



## 9. Shift Work

- 9.1 Except as otherwise provided ordinary hours worked by employees, other than aged and community care employees, outside the span referred to in subclause 6.4 shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span.
- 9.2 Aged and community care employees who work ordinary hours outside the span of 6am to 6pm shall be entitled to a 15% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked between 6:00pm and 6:00am.
- 9.3 Employees engaged in the following functions shall be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

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

- 9.4 Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- 9.5 An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in sub-clauses 9.1, 9.2 and 9.3 in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union;
  - (b) Council and the Union will not unreasonably withhold agreement to such a request;
  - (c) Any such agreement shall not then apply to new or vacant positions;
  - (d) Where an employee requests to work ordinary hours outside the relevant span of hours under the provisions of this sub-clause, Council shall not be required to pay a shift penalty for the actual time worked.

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**10. Starting Point**

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

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## **11. Garaging**

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

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## 12. Part Time Employees

- 12.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with subclauses 6.2 and 6.3 of the Award.
- 12.2 Prior to commencing part-time work Council and the employee shall agree upon the conditions of work including:
- (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
  - (b) The nature of the work to be performed.
  - (c) The rate of pay as paid in accordance with this Award.
- 12.3 The conditions may also stipulate the period of part-time employment and may be varied by consent.
- 12.4 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by Council.
- 12.5 Unless otherwise provided where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- 12.6 By agreement a part-time employee may work more than their regular number of hours at the ordinary hourly rate. The maximum amount of hours that a part-time employee may work at the ordinary hourly rate is the hours prescribed by sub-clauses 6.2 and 6.3.
- 12.7 Part-time employees shall receive all conditions prescribed by the Award on a pro rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

### 13. Casual Employees

- 13.1 A casual employee shall mean an employee engaged on a day to day basis.
- 13.2 A casual employee will be paid for a minimum of three hours, for each engagement, except for attendance at scheduled employee or team meetings, for which payment will be made at the appropriate rate for time actually worked, with a minimum of one (1) hour.
- 13.3 A casual employee shall be paid the hourly rate for ordinary hours worked.
- 13.4 A casual employee shall be entitled to a 25 per cent loading, calculated on the ordinary hourly rate. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except paid maternity leave. Casual loading is not payable on overtime.
- 13.5 A casual employee may work a maximum amount of hours as prescribed by sub-clauses 6.2 and 6.3 at ordinary time. Overtime shall be paid where a casual employee works outside the ordinary hours for the position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in sub-clauses 6.2 and 6.3
- 13.6 Subject to the reasonable overtime provisions of sub-clause 14.1, a casual employee will not be offered to work overtime in a position held by an employee of Council, if the employee of Council is available to work that overtime.
- 13.7 Casual employees who work on Saturday and/or Sunday are entitled to the penalty rates prescribed by the relevant subclauses 7.8, 7.9, 8.8 or 8.9. The penalties are calculated on the ordinary hourly rate.
- 13.8 Casual employees who work outside the relevant span of hours are entitled to the relevant shift penalties prescribed by the relevant subclauses 7.8, 7.9, 8.8 or 8.9. The shift penalty is calculated on the ordinary hourly rate.
- 13.9 Casual employees engaged on a regular and systematic basis shall:
- (a) Have access to annual assessment under council's salary system
  - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement of casual employees, there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual and paid the loading identified in sub-clause 13.4
- 13.10 A casual employee shall not replace an employee of council on a permanent basis.
- 13.11 Carer's entitlements shall be available for casual employees as set out in sub-clause 31.9 of this Award.
- 13.12 Bereavement entitlements shall be available for casual employees as set out in sub-clause 31.2 of this Award.
- 13.13 Parental leave entitlements shall be available for casual employees in accordance with Clause 34 and Part 4, Parental Leave, of the Industrial Relations Act 1996 (NSW).

## 14. Overtime

- 14.1 Except where otherwise provided Council may require an employee to work reasonable overtime.
- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (b) What constitutes unreasonable working hours will be determined having regard to:
- any risk to the employee;
  - the employee's personal circumstances including any family and carer's responsibilities;
  - the needs of the workplace;
  - the notice, if any, given by Council of the overtime and by the employee of their intention to refuse it; and any other matter.
- 14.2 Overtime shall be paid at the rate of double time.
- 14.3 Any employee who has completed normal and regular hours of work and is on the premises at the time of the request, and is called to work overtime, other than planned overtime, of less than four (4) hours, shall be paid for the time worked.
- 14.4 Where an employee is required to work after finishing time for a period in excess of 1 ½ hours, then the employee shall be provided with a meal, or alternatively, the employee shall be paid the allowance set out in the Table in Schedule 2.
- If overtime continues beyond 1 ½ hours then, for each additional four hours worked an additional meal shall be provided or, alternatively, the employee shall be paid the allowance set out in the Table in Schedule 2.
- 14.5 Except as otherwise provided, where a meal is due and overtime is to extend beyond that time, a paid break of twenty (20) minutes shall be allowed in which to eat the meal.
- 14.6 Transport shall be provided for all employees required to work on other than planned work which is outside their normal working time.
- 14.7 A wages employee shall receive a paid thirty (30) minute meal break or in lieu, an allowance, as set out in the Table in Schedule 2, after four (4) continuous hours on any or all overtime worked on Saturdays and Sundays.
- 14.8 Council shall keep a record of all overtime worked and shall pay for authorised overtime.
- 14.9 For the purposes of calculating overtime each day shall stand alone, provided however that where any period is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the day first occurring.
- 14.10 Consistent with Council's travel policy, the above provisions do not apply to those employees required to travel for work.

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

- 14.11 An employee shall be deemed to be on-call if required by Council to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work.
- 14.12 Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by Council. However, an on-call employee must be able to be contacted and be able to respond within a reasonable time.
- 14.13 Employees required to be on-call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, shall be paid an allowance in accordance with Schedule 2.
- 14.14 Employees required to be on-call on days other than their ordinary working days shall be paid an on-call allowance in accordance with Schedule 2
- 14.15 The on-call allowances in sub-clauses 14.13 and 14.14 shall not total more than the amount as stated in Schedule 2, in any one week.
- 14.16 Employees on-call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On-call employees are not subject to the minimum payment provisions of sub-clause 37.5 on a public holiday.

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**14B. Remote Response**

14.17 An employee who is in receipt of an on call allowance and available to immediately:

- (a) respond to phone calls or messages;
- (b) provide advice ('phone fixes');
- (c) arrange call out/rosters of other employees; and
- (d) remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (NOTE: subclause 14.16 applies where an on-call employee is recalled to work)

14.18 An employee remotely responding will be required to maintain and provide the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

14.19 The employer, may be agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause 14.17.



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**14C. Call Back**

14.20 Any employee of Council who has completed their normal and regular hours of work and is off the premises at the time of request, is called to work overtime, other than planned overtime, of less than four hours, shall be paid the appropriate overtime rate for a minimum of four (4) hours.

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**14D. Quick Shift**

- 14.21 An employee who works so much overtime between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift that they have not had at least eight consecutive hours off duty between shall be paid double time if instructed to resume work or released from work and entitled to an eight hour break without loss of pay.

**14E. Broken Shift**

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

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## 15. Meal Breaks

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

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

- 16.1 Notwithstanding any other provision of this Award, the Council and an employee may agree that the Council may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:
- (a) Rates of pay - clause 19
  - (b) Use of Skills - clause 23
  - (c) Salary Packaging and sacrifice - clause 24
  - (d) Allowances and reimbursements - clause 22
  - (e) Hours of Work - clause 6 and 7
  - (f) Overtime - clause 14
  - (g) Public Holidays - clause 38
- 16.2 Where an employee and Council seek to enter into an ASA, the employee is entitled to seek industrial/legal advice prior to entering into such an arrangement.
- 16.3 Where an employee and Council enter into an ASA, the annual salary shall not disadvantage the employees:
- (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such less period as has been worked);
  - (b) The annual salary of the employee must be reviewed by Council at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary;
  - (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.
- 16.4 An annual salary agreement must:
- (a) be in writing and signed by the employee and Council;
  - (b) state the date upon which the arrangement commences;
  - (c) be provided to the employee;
  - (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award;
  - (e) be subject to annual review;
  - (f) contain details of any salary package arrangements, including the annual salary that is payable;
  - (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle.
  - (h) contain details of performance pay arrangements and performance measurement indicators;

- (i) contain the salary for the purposes of accident make up pay; and
- (j) contain the award band and level for the role.

16.5 An Annualised salary agreement may be terminated:

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

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

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

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## 17. Council Agreements

- 17.1 The parties may enter into a council agreement, which may apply to parts of Council's workforce.
- 17.2 The terms of any agreement reached between the parties shall substitute for the provisions of the award provided that:
- (a) the extent of the council agreement shall be limited to:
    - Payment of employees;
    - Hours of work;
    - Overtime;
    - Holidays;
    - Part-time employment;
    - Job share employment;
    - Performance, evaluation and reward
  - (b) the agreement does not provide less than the entry level rates of pay;
  - (c) the agreement is consistent with the Industrial Relations Act 1996 (NSW) and current wage fixing principles; and
  - (d) the agreement shall be processed in accordance with subclause 17.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- 17.3 A Council Agreement shall be processed as follows:
- (a) the unions shall be notified prior to the commencement of negotiations;
  - (b) the agreement has been genuinely arrived at by negotiation between the Council and the Union;
  - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
  - (d) the council and the appropriate union(s) shall sign the agreement; and
  - (e) Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.
- 17.4 Council agreements can be terminated in the following manner:
- (a) Section 44 of the Industrial Relations Act 1996 (NSW) relating to the termination of enterprise agreements shall apply to the termination of a council agreement made in accordance with this clause and a council agreement may be terminated in the same manner as an enterprise agreement.
  - (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' written notice shall be given. The notice may be served before the end of the nominal term.

- (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.



### PART 3

#### RATES OF PAY AND RELATED MATTERS

##### 18. Skills Based System of Pay and Rates of Pay

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

The four bands are:

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

18.2 The skills based salary structure described above is supported by a 24 grade salary system with each grade comprising of an entry level and three progression steps that are over and above the entry level rates of pay for the grade.

18.3 The salary system determines how employees at Council are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job. In relation to employees at Grade 14 and above, when moving from step 3 to step 4, the salary system rate of pay also recognises a performance rating of competent or above.

18.4 Positions are assigned a salary grade(s) within the structure. A position may extend across more than one grade in Council's salary system. The rates of pay for each grade are set out in the Table 1 of Schedule 1. The rates of pay in Table 1 of Schedule 1 are rates that have historically absorbed the defunct extra over award payments and the Broken Hill Allowance for all employees, Annual Leave loading for Salaried Office Employees and Wages Employees and the following allowances for Wages Employees:

Ceiling;

Chainsaw;

Confined Space;

Dead Animal;

Dirt;

Early Start;

Early Start - Pool;

Jack Hammer;

Laundry;

Lead Bonus;

Milk;

Mowing;

Noxious Weeds;

Power Implement;

Painter's spray;

Qualification;

Spreader;

Trade Certificate;

Toilet;

Towing;

Wet - General; and

Wet - Garbage.

- 18.5 The transition to the skills based salary structure by aged and community care employees incorporates and absorbs prior allowances and payments, specifically:

Linen Handling - Nauseous Linen Allowance;

Cardigan Allowance;

Special Shoe Allowance;

Laundry Allowance;

Flexibility Allowance;

Special cleaning allowances associated with cleaning or scraping in confined spaces, inside the gas or water space of any boiler, flue or economiser;

Uniform Allowance; and

Driving Allowance.

Further, this transition takes, incorporates and absorbs the prior payment of Annual Leave Loading.

- 18.6 Apprenticeships

- (a) The rates of pay set out in Table 2 of Schedule 1 are payable to employees of Council undertaking apprenticeships.
- (b) Upon reaching the age of 21 years and not having completed their apprenticeship, apprentices shall be paid the minimum rate for adults provided under this Award.
- (c) Upon successful completion of the apprenticeship, an employee shall proceed to the appropriate grade in the structure, if the employment is to be continued beyond the apprenticeship period.
- (d) In addition to the vocational training direction, Council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
  - (i) the terms of the apprenticeship;

- (ii) the course of studies to be undertaken by the apprentice;
- (iii) the course of on the job training to be undertaken by the apprentice.
- (e) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, an apprentice shall be refunded the amount of fees paid in respect of that year.
- (f) On the production of a letter from the Principal of the TAFE College stating that they have satisfactorily completed a year's work in the trade course appropriate to their apprenticeship, and receipts for text books prescribed for that year's work, an apprentice shall be paid the cost of the prescribed text books or one hundred and fifty dollars (\$150.00) whichever is the lesser amount.

#### 18.7 Government funded traineeships

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

## 19. Skill Descriptors

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

### OPERATION BAND

#### Operational Band 1, Level 1

Authority and accountability:

Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving:

Judgement is limited and coordinated by other workers.

Specialist knowledge and skills:

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

Management skills:

Not required.

Interpersonal skills:

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

Qualifications and experience:

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

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

Authority and accountability:

Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving:

Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills:

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

Management skills:

Not required.

Interpersonal skills:

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

Qualifications and experience:

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

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

Authority and accountability:

Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

Skills required for exchange of information on straightforward matters.

Qualifications and experience:

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

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

Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and Experience:

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

#### ADMINISTRATIVE / TECHNICAL / TRADES BAND

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

Authority and accountability:

Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving:

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

Specialist knowledge and skills:

Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills:

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

Interpersonal skills:

Communication skills to explain situations or advise others.

Qualifications and experience:

Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

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

Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and experience:

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

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

Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and experience:

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

## PROFESSIONAL / SPECIALIST BAND

### Professional / Specialist Band 3, Level 1 (Grades 11 to 13)

Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and experience:

Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

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



Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and experience:

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

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

Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and experience:

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

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

Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and experience:

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

EXECUTIVE BAND

Executive Band 4 (Grades 22 to 24)

Authority and accountability:

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

Judgement and problem solving:

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

Specialist knowledge and skills:

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

Management skills:

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

Interpersonal skills:

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

Qualifications and experience:

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

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## 20. Annual Assessment and Progression Rules

- 20.1 Employees shall be assessed for progression through the salary range for their position annually.
- 20.2 At the time of each annual assessment, Council shall advise the employee of the skills and/or any performance objectives required for the employee to progress to the next salary step and shall review the employee's training needs.
- 20.3 An employee's progression from the entry level (Step 1) to Step 2, Step 3 and Step 4 shall be based upon the acquisition and use of core skills and knowledge as specified in the relevant position description and skills matrix.
- 20.4 Progression through the salary system shall be based on the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position and communicated to the employee in accordance with subclause 20.2 above.
- 20.5 Progression shall be subject to the employee achieving a skills/performance rating of competent or above, at the time of the annual assessment.
- 20.6 For employees at Grade 14 and above progression from Step 3 to Step 4 is subject to performance. Should an employee's performance be evaluated as marginal or inadequate the employee shall not be eligible to progress to the next salary point.
- 20.7 Employees may appeal against their skills assessment and/or performance evaluation. Such appeals must be in writing to the General Manager within 10 days of the original assessment and/or evaluation. The General Manager may consult with applicable staff members before making a final determination. Employees may access the Dispute Resolution Procedures of clause 44 as a means of resolving concerns in relating to skills assessments and/or performance evaluations.
- 20.8 Employees shall have access to information regarding the grade, salary range and progression step of the position. The guidelines found in Schedule 3 to this Award have been established to assist the parties to the Award in relation to the operation of Council's Salary System and the progression of employees through Council's Salary System.

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## 21. Allowances and Reimbursements

### 21.1 Expenses

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

### 21.2 Tools Allowance

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

### 21.3 Community Language and Signing Work

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

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#### 21.4 First Aid Work

- (a) Where an employee is required by Council to be a designated first aid officer, Council shall pay the fees associated with the attainment of such certificate.
- (b) Council shall provide a sufficient number of properly equipped first aid boxes and one shall be provided for use in cases of accident or sudden illness at each and every workplace where two or more persons are employed.
- (c) Where an employee is required by Council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system then the employee shall be paid an allowance as set out in the Table in Schedule 2.
- (d) Employees required by Council to relieve a first aid attendant shall receive an allowance as set out in the Table in Schedule 2.

#### 21.5 Licence fees

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

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## 22. Use of Skills

- 22.1 The use of skills provisions of this clause will only apply when Council direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. This may result in an employee being required to the perform duties which may extend beyond those identified in their position description.
- 22.2 An employee directed to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 22.3 Except as otherwise provided in sub-clause 22.4 payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. The higher rate is however payable when the employee is directed to relieve during a period which incorporates rostered days off and/or a public holiday.
- 22.4 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave.
- 22.5 Where practicable, payment for relief work at a higher level must be authorised and determined in advance and the employee explicitly directed to relieve in the higher position.

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### **23. Salary Packaging and Sacrifice**

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



#### **24. Superannuation**

In the absence of an employee electing a superannuation fund, employer superannuation contributions shall be paid into the default fund being the Local Government Superannuation Scheme.

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**25. Payment of Employees**

- 25.1 Employees will be paid fortnightly.
- 25.2 Council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 25.3 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control.

## **PART 4**

### **LEAVE PROVISIONS**

#### **26. Annual Leave - General Provisions**

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

#### Option to cash out

- 26.7 An employee may forgo any accrued annual leave in excess of four (4) weeks, at ordinary pay, that is accrued in the preceding twelve month period, where:
- (a) the employee makes a written application to Council; and
  - (b) Council authorises the request.
- 26.8 Where a request has been authorised, Council shall:
- (a) deduct the equivalent amount of annual leave; and
  - (b) make payment for annual leave forgone, at the employees ordinary pay.

**27. Annual Leave - Employees Engaged Prior to 21 December 2015**

27.1 Employees accrue annual leave in a twelve month period as follows,

- (a) Salaried office employees accrue annual leave at the rate of six (6) weeks per annum;
- (b) Wages employees accrue annual leave at the rate of five (5) weeks per annum;
- (c) Subject to the additional leave provisions outlined in sub-clause 27.1(d), aged and community care employees accrue annual leave at the rate of five (5) weeks per annum.
- (d) Aged and community care employees rostered to work ordinary hours on Sundays and/or Public Holidays shall be entitled to receive additional annual leave, if following the qualifying period of employment for annual leave purposes, shifts have been worked in accordance with the following scale:

3 shifts or less	Nil
4 - 10 shifts	1 day
11 - 17 shifts	2 days
18 - 24 shifts	3 days
25 - 31 shifts	4 days
32 or more shifts	1 week

27.2 Employees in the sanitary and garbage depot shall be entitled to annual leave on the following basis:

- (a) Five (5) weeks annual leave;
- (b) A further two weeks in recognition of the time worked on holidays;
- (c) A total period in the aggregate shall not exceed seven (7) weeks in all but this seven (7) weeks if the employee so desires is to be taken at the one time; and
- (d) As to other time worked on holidays, the employee shall be entitled to be paid for such time pursuant to the provisions of sub-clause 37.3 of this Award.

**28. Annual Leave - Employees Engaged On or After 21 December 2015**

28.1 The provisions of this clause apply to those employees engaged on or after 21 December 2015

Amount of leave

28.2 Employees accrue annual leave in a twelve month period as follows:

- (a) salaried office employees accrue annual leave at the rate of five (5) weeks per annum;
- (b) Wages employees accrue annual leave at the rate of five (5) weeks per annum;
- (c) Subject to the additional leave provisions outlined in subclause 28.2(d) below, aged and community care employees accrue annual leave at the rate of five (5) weeks per annum;
- (d) Aged and community care employees rostered to work ordinary hours on Sundays and/or public holidays shall be entitled to receive additional annual leave, if following the qualifying period of employment for annual leave purposes, shifts have been worked in accordance with the following scale:

3 shifts or less	Nil
4 - 10 shifts	1 day
11 - 17 shifts	2 days
18 - 24 shifts	3 days
25 - 31 shifts	4 days
32 or more shifts	1 week

28.3 Employees in the sanitary and garbage depot shall be entitled to annual leave on the following basis:

- (a) Five (5) weeks annual leave;
- (b) A further two weeks in recognition of the time worked on holidays;
- (c) A total period in the aggregate shall not exceed seven (7) weeks in all but this seven (7) weeks if the employee so desires is to be taken at the one time; and
- (d) As to other time worked on holidays, the employee shall be entitled to be paid for such time pursuant to the provisions of sub-clause 37.3 of this Award.

## 29. Long Service Leave

29.1 An employee of council, other than aged and community care employees, shall be entitled to Long Service Leave at ordinary pay as follows: -

Length of Service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

29.2 In relation to aged and community care employees long service leave shall from the first pay period commencing on or after 16 March 2010 accrue in accordance with the table at sub-clause 29.1.

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

29.4

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

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- 29.5 Employees who were in the Council's employ as at 1st January, 1964 and who had at that date completed less than fifteen (15) years' service:
- (a) For the period between 1st January 1964 and the date on which they completed or will complete a total of 15 years' service in all, their long service leave will be calculated on the basis of 13 weeks' long service leave for ten (10) years' service;
  - (b) Thereafter long service leave is to be calculated on the basis of 22 weeks' for ten years' service.
- 29.6 Long service leave shall be taken at a time mutually convenient to Council and the employee in minimum periods of one week provided that all long service leave accruing on or after the first pay period commencing on or after 16 March 2010 shall be taken within five years of it falling due.
- 29.7 Payment to an employee proceeding on long service leave shall be made by Council at the employee's ordinary pay for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- 29.8 An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- 29.9 There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by Council as service at the time leave was taken.
- 29.10 Long service leave shall be exclusive of annual leave and any other holidays as prescribed by this Award, occurring during the taking of any period of long service leave.
- 29.11 When the service of an employee is terminated by death the council shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- 29.12 Where an employee's service is terminated through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by Broken Hill City Council within 12 months of termination of service, prior service shall be counted for the purpose of this clause.
- 29.13 In calculating the entitlement to long service leave; this Agreement must be read in conjunction with Regulation 406A of the Local Government (General) Regulation 2005 as amended.
- 29.14 In special circumstances Council may dispense with the requirements of sub-clause 29.5 and allow periods of less than one (1) week.

### 30. Sick Leave

- 30.1 An employee is entitled to three (3) weeks' paid sick leave for each year of service, at the ordinary rate of pay. Sick leave is cumulative in that it shall accumulate from year to year and may be taken in any subsequent year.
- 30.2 As of the first pay period commencing on or after 16 March 2010, aged and community care employees will begin to accrue three (3) weeks' sick leave every twelve (12) months. The entitlement to sick leave will continue to be credited on the anniversary date of commencement of each employee.
- 30.3 Employees who are absent from work due to a personal illness/injury shall have access to sick leave with pay subject to the following:
- (i) An employee shall notify their immediate supervisor by way of telephone call, within one (1) hour, where possible, of the employee's usual start time, of the employee's inability to attend on account of personal illness/injury. The employee shall provide the supervisor with the estimated duration of the absence.
  - (ii) An employee will be required to provide a medical certificate or statutory declaration of the illness/injury where the period of absence is for more than three (3) consecutive working days and/or where Council identifies that there is a pattern of absence and/or where Council has reason to believe that the employee's absence is not consistent with the appropriate use of personal leave.
- 30.4 Employees who are absent from work due to personal illness/injury and who submit a medical certificate to that effect, shall be entitled to all benefits of this Award until their accumulated sick leave is exhausted. For a period of three months after that they shall be entitled to payment of any public holidays which fall due but after the elapse of such period of three months they shall cease to be entitled to any benefits under this Award until they return to work.
- 30.5 All employees, other than aged care and community care employees, who have accrued untaken sick leave at the time of retirement or termination of employment shall be paid for such accrued leave, such payment to be calculated at the wage rate applicable at the date of retirement or on termination of employment in accordance with the following:
- (a) One half (1/2) of sick leave accrued between 1 January 1960 and 19 March 1973;
  - (b) Three quarters (3/4) of sick leave accrued between 20 March 1973 and 31 March 1980;
  - (c) The whole of sick leave accrued between 1 April 1980 and 31 January 1985; and
  - (d) The whole of two (2) of the three (3) weeks per annum of the sick leave accrued from 1 February 1985 up until 31 March 1994.
- The benefits accruing from this subsection shall be applied to persons employed on a full-time basis by Council as at 31 March 1994 but not to persons employed subsequent to that date.
- 30.6
- (a) Any employee who becomes sick or is injured whilst on annual leave and produces within a reasonable time, no later than the conclusion of the annual leave, a doctor's certificate which satisfactorily indicates to Council that the employee was unable to derive benefit from their annual leave, may be granted, at a time convenient to Council, additional leave equivalent to the period of sickness or injury.
  - (b) The re-crediting of annual leave will only apply in cases where the period which Council is satisfied that the employee was unable to derive benefit from the annual leave was at least seven (7) consecutive days.



### 31. Carer's Leave

- 31.1 Use of Sick Leave: an employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause 31.6 below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 30 of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 31.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
- 31.3 Where more than ten days sick leave in any year is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of Council's and the employee's requirements.
- 31.4 Where the parties are unable to reach agreement the grievance and disputes procedures at clause 44 of this Award should be followed.
- 31.5 The employee shall, if required,
- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care and support by another person; or
  - (b) establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- 31.6 The entitlement to use sick leave in accordance with this subclause is subject to:
- (a) the employee being responsible for the care of the person concerned; and
  - (b) the person concerned being:
    - (1) a spouse of the employee; or
    - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
    - (3) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
    - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- (a) 'relative' means a person related by blood, marriage or affinity;
  - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (c) 'household' means a family group living in the same domestic dwelling.
- 31.7 An employee may elect, with the consent of Council, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 31.6(b) above who is ill or who requires care due to an unexpected emergency.
- 31.8 An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employee's supervisor by telephone of such absence at the first opportunity on the day of absence.
- 31.9 Carer's Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in sub-clauses 31.5 and 31.8 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub-clause 31.6(b) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not to engage a casual employee are otherwise not affected.
- 31.10 Time off in Lieu of Payment for Overtime: An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of clause 14 of this Award for the purpose of providing care and support for a person in accordance with sub-clause 31.6 above.
- 31.11 Make-up time: An employee may elect, with the consent of Council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in this Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with sub-clause 31.6 above.
- 31.12 Annual Leave and Leave Without Pay: An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with sub-clause 31.6 above. Such leave shall be taken in accordance with clauses 27, 28 and 29, Annual Leave and clause 36 Leave Without Pay of this Award.

### 32. Bereavement Leave

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

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

#### 32.2 Bereavement Entitlements for Casual Employees

- (a) Casual employees who are rostered to work shall provide satisfactory evidence to Council that they are unavailable to attend work as a result of the death in Australia of a person prescribed in subclause 32.1 paragraphs (a)-(e) above.
- (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Council to engage or not engage a casual employee are otherwise not affected.

#### 32.3 Representation at Funeral

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

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

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

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

### 33. Parental Leave

#### 33.1 General

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

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

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

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

#### Requests for Flexible Working Arrangements

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

#### 33.2 Paid Parental Leave

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

- (b) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the Paid Parental Leave Act 2010 (Cth), and who has had 12 months continuous service with the Council immediately prior to the commencement of paid parental leave.

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

- (i) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- (ii) Parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
- (iii) Re-qualification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

- (d) Employee's right to choose

- (i) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under clause 33 of this Award may elect to receive paid maternity leave and /or paid special maternity leave in accordance with the provisions of this Award in lieu of the entitlement to parental leave make-up pay under this award, provided the re-qualification period in subclause (iii) above shall apply.
- (ii) This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

#### 33.4 Concurrent Parental Leave

An employee, who is a supporting parent shall be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their concurrent parental leave.

#### 33.5 Adoption Leave

##### (a) Eligibility

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

##### (b) Pre-adoption Leave

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

##### (c) Adoption Leave

- (i) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.
- (ii) Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.
- (iii) This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

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33.6 Casual Re-engagement

- (a) Council must not fail to re-engage a regular casual employee as defined in section 53(2) of the Industrial Relations Act 1996 (NSW) because:
  - (i) the employee or employee's spouse is pregnant; or
  - (ii) the employee is or has been immediately absent on parental leave.
- (b) The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this sub-clause.

### **34. Paid Maternity Leave**

- 34.1 This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.
- 34.2 Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
- 34.3 Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- 34.4 An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- 34.5 The employee may choose to commence paid maternity leave before the expected date of the birth.
- 34.6 Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.
- 34.7 Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- 34.8 The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- 34.9 Where an employee has completed ten years continuous service, the period of unpaid maternity or adoption leave shall count as service for long service leave purposes, provided that the unpaid maternity or adoption leave does not exceed six months. For employees with less than ten years continuous service periods of unpaid maternity or adoption leave do not count as service for long service leave purposes.
- 34.10 Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- 34.11 Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- 34.12 Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.



34.13 Notice of intention to take paid maternity leave the employee must:

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

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

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

34.14 The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the general manager.

34.15 Subject to an application by the council and further order of the Industrial Relations Commission of New South Wales, a council may pay a lesser amount (or no amount) of maternity leave or special maternity leave than that contained in this clause where council can demonstrate economic hardship.

34.16 Unpaid adoption leave

- (a) An employee who qualifies for paid adoption leave pursuant to the provisions of sub-clause 34.15 is entitled to unpaid adoption leave as follows:
  - (i) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
  - (ii) where the child is over the age of 12 months - a period of up to 12 months, such period however is to be agreed upon by the employee and the Council.

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**35. Leave Without Pay**

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

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

- 36.1 An employee, other than a casual employee, may request flexible work and leave arrangements to enable the individual employee to attend to work and family responsibilities.
- 36.2 An employee's request must be in writing and be forwarded to Council and the Union. In addition the request must outline a period within which the arrangement is to be reviewed by Council and the Union.
- 36.3 Council and the Union shall not unreasonably withhold agreement to flexible work and leave arrangements, provided Council's operational needs are met.
- 36.4 Flexible work and leave arrangements include but are not limited to:
- (a) make up time;
  - (b) flexi time;
  - (c) time in lieu;
  - (d) leave without pay;
  - (e) annual leave;
  - (f) part-time work;
  - (g) job share arrangements, and
  - (h) variations to ordinary hours and rosters.
  - (i) purchased additional annual leave arrangements
- 36.5 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.
- 36.6 Any such agreement shall not apply to new or vacant positions.

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### **37. Public Holidays**

- 37.1 Employees shall have holidays without loss of pay on New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and Picnic Day (which will be held on Melbourne Cup day each year).
- 37.2 In addition to the days provided for in sub-clause 37.1 above employees who are Aboriginal and Torres Straight Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.
- 37.3 Payment for work that is rostered in advance on a public holiday shall be paid at double time in addition to ordinary rates
- 38.4 If a holiday falls on an employee's rostered day off under a seven day rotating roster, the employee shall be paid an additional ordinary day's pay, or Council may grant a day's leave, without loss of pay, at a mutually convenient time.
- 37.5 Any employee who is called in to work on a public holiday or on Easter Saturday shall be paid a minimum of four (4) hours at the rate of double time and a half, exclusive of payment for the public holiday.
- 37.6 An employee attending a Technical College as an approved student on a public holiday, picnic day or NAIDOC day shall receive a day in lieu.
- 37.7 Where a holiday identified in subclause 37.1 falls on a Saturday or Sunday and the State Government does not gazette another day, the holiday shall be observed on the day it falls.

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**38. Trade Union Training Leave**

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

### **39. Trade Union Conference Leave**

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

#### **40. Jury Service Leave**

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

#### **41. Army Reserve Training**

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



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## PART 5

### CONSULTATIVE COMMITTEE

#### 42. Consultative Committee Aim

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

#### SIZE AND COMPOSITION

- 42.2 The size and composition of the consultative committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions.
- 42.3 The consultative committee shall include but not be limited to employee representatives of each of the unions that are parties to the Consent Award and who have members employed at Council.
- 42.4 Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

#### SCOPE OF CONSULTATIVE COMMITTEES

- 42.5 The functions of the consultative committee shall include:
- (a) award implementation
  - (b) training
  - (c) consultation with regard to organisation restructure
  - (d) job redesign
  - (e) salary systems
  - (f) communication and education mechanisms
  - (g) performance management systems
  - (h) changes to variable working hours arrangements for new or vacant positions
  - (i) local government reform.
- 42.6 The consultative committee shall not consider matters which are being or should be processed in accordance with clause 36 of the Award, Dispute Resolution Procedure.

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#### MEETINGS AND SUPPORT SERVICES

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

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## **PART 6**

### **DISPUTE RESOLUTION**

#### **43. Dispute Resolution Procedure**

- 43.1 At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the Council represented by the Association.
- 43.2 The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- 43.3 A grievance or dispute shall be dealt with as follows:
- (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
  - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.
  - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
  - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
  - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
  - (f) If a dispute arises steps shall be taken immediately to arrange a conference between Council and the Union or Unions concerned and the Barrier Industrial Council if necessary. No further action on the matter shall be taken until the conference has been held and at least two ordinary working days have elapsed subsequent to the holding of such a conference.
- 43.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 43.5 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

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## PART 7

### TERMINATION OF EMPLOYMENT AND REDUNDANCY

#### 44. Termination of Employment

44.1 An employee shall give two (2) weeks' notice of intention to terminate employment, or a shorter period of notice agreed in special circumstances.

44.2 Council shall give a period of notice of intention to terminate employment in accordance with the following scale or by payment in lieu thereof:

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

44.3 The period of notice in the table in sub-clause 37.2 must be increased by one (1) week if the employee is over forty five (45) years old and has completed at least two (2) years of continuous service with Council.

44.4 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed clauses 44.1 and 45.16 shall not apply.

44.5 Nothing in clause 44.1 prevents the Council and employee from agreeing to a lesser period of notice.

44.6 Except where otherwise provided, the above requirements do not apply when Clause 47 Redundancy applies.

#### 45. Redundancy - General Application, Process and Consultation

- 45.1 It is agreed that the inclusion of this clause in the Award does nothing whatsoever to vary or influence the understanding that the strongest endeavours of the Council and the relevant union(s) and the employees affected will be directed to ensuring that all employees are placed in alternative permanent employment and that the implementation of this clause shall not in any manner be used to influence or encourage any employee to terminate employment before every practical effort has been made by all parties to have an employee who may otherwise be deemed redundant placed in an alternative job.
- 45.2 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequent of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time, or for a specific task or tasks, or where employment is terminated due to the ordinary and customary turnover of labour.
- 45.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one years' continuous service and the general obligation on Council shall be not more than to give such employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 45.4 Where Council has made a definite decision to introduce changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- 45.5 Council's duty to discuss change:
- (i) Council shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union(s) in relation to the changes.
  - (ii) The discussion shall commence as early as practicable after a decision has been made by the employer to make the changes.
  - (iii) For the purpose of such discussions, Council shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that Council shall not be required to disclose confidential information, the disclosure of which would adversely affect Council.
- 45.6 A "redundant employee" means a person who is employed on a permanent basis by Council whose services will become redundant on account of the introduction or proposed introduction by the Council of mechanisation or technological changes or the reorganisation of the Council's structure, systems or methods of operation and when the Council concludes that in co-operation with the Unions and the employee that it has been unsuccessful in providing alternative employment.
- This definition shall not apply to any person engaged by the Council on a temporary, casual or short term basis or any person engaged to work on a special employment projects such as government funded unemployment relief programmes or the like.
- 45.7 In every case, potentially redundant employees shall be retrained to fill permanent position which are available or about to become available in the Council's work forces in any of the Council's various departments.
- 45.8 The Council shall retrain the employee for a reasonable period at all times receiving the earnest co-operation of the employee in acquiring the new skills intended to be achieved by the training.

- 45.9 Whenever practicable and in accordance with normal practice, the necessary retraining shall be carried out by the Council in its time and at its expense. If the Council considers that "in house" training should be supplemented by training at an outside institution (e.g. the Broken Hill Technical College), all reasonable costs of such additional training shall be met by the employer. If the training at the outside institution is available in "out of normal work hours", the employee shall be required to attend that training in their own time without additional payment of time off in lieu. The costs of training shall in such circumstances be met by the Council.
- 45.10 In the event of a potentially redundant employee transferring to new duties for which there is prescribed a rate of pay higher than that previously paid to them, such rate of pay shall apply from the date of that employee's transfer.
- 45.11 Where an employee is transferred to lower paid duties as a result of the introduction of changes in production, program, organisation, structure, or technology, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated and Council may, at its own discretion make payment in lieu thereof, an amount equal to the difference between the former ordinary time rate of pay, and the new ordinary time rate for the number of weeks of notice still owing.
- 45.12 Shift allowances shall not be taken into account when comparing the rate of pay for the purposes of subclauses 45.10 and 45.11
- 45.13 Having regard to the intention of all parties that no person shall become redundant, if it is not possible to retain a potentially redundant employee to new duties, an employee shall become redundant and the Council shall give such employee four (4) weeks' notice of the termination of their employment.
- 45.14 Council may summarily dismiss an employee without notice for neglect of duty or misconduct in which case wages shall be paid up to the time of dismissal only. The rights of the Council shall not be prejudiced by the fact that the employee has been given notice of the termination of their employment pursuant to clause 45.13
- In the event of dispute arising over the Council's action with regard to summary dismissal, the relevant union shall on submission of a request to that effect in writing be entitled to seek a meeting with the Council at the earliest practicable date to discuss the matter.
- 45.15 This sub-clause shall apply to redundant employees as defined in sub-clause 46.1 Nothing contained in this clause shall be construed to mean that the Council shall not be entitled to dismiss an employee in the ordinary course of its business without being required to give the notice mentioned in sub-clause 45.13 and 45.14, or to make the severance payments mentioned in the relevant sub-clauses 46.3 or 46.3.
- 45.16 If Council fails to give any such notice in full:
- (a) it shall pay the employee at the ordinary rate of pay applicable to them for a period equal to the difference between the full period of notice and the period of notice actually given; and
  - (b) the period of notice required by this sub-clause to be given shall be deemed to be service with the Council for the purpose of calculating long service leave and annual leave entitlements (but not sick leave).
- 45.17 Where a decision has been made to terminate an employee due to redundancy, Council shall provide the employee with an "Employment Separation Certificate" and a statement of service. Furthermore, where 15 or more employees are made redundant, Council will notify Centrelink as soon as possible, giving the relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 45.18 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount (or no amount) of severance pay than that contained in the relevant sub-clause 46.3 or

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47.3 The Industrial Relations Commission shall have regard to such financial and other resources of Council as the Commission thinks relevant and the probable effect paying the amount of severance pay in the relevant sub-clause 46.3 or 47.2 will have on Council.

45.19 Subject to an application by Council and further order of the Industrial Relations Commission, Council may pay a lesser amount of severance pay than that contained in the relevant sub-clause 46.3 or 47.2 if Council obtains acceptable alternative employment for an employee.

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

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

#### 46. Redundancy - Employees Engaged Prior to 21 December 2015

- 46.1 Aged and community care employees employed by Council prior to 16 March 2010 shall have their redundancy entitlements as of 16 March 2010 frozen. In this instance a reference to a redundancy entitlement is a reference to the entitlement that they employee would have had had the employee's employment been terminated by way of a redundancy on 16 March 2010.
- 46.2 As of 16 March 2010 should the need arise to calculate the redundancy entitlements of aged and community care employees this will be done by referring to the entitlement identified at clause 46.3 above that being the entitlement as of 16 March 2010 in addition to any further entitlements accrued from 16 March 2010 to the date of the proposed termination in accordance with the table at sub-clause 46.3.
- 46.3 A redundant employee shall be entitled to severance allowances calculated as follows:

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

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

Completed Year of Service	Scale of Payments (Weeks)	Completed Year of Service	Scale of Payments (Weeks)
1	9	26	84
2	12	27	87
3	15	28	90
4	18	29	93
5	21	30	96
6	24	31	99
7	27	32	102
8	30	33	105
9	33	34	108
10	36	35	111
11	39	36	114
12	42	37	117
13	45	38	120
14	48	39	123
15	51	40	126
16	54	41	129
17	57	42	132
18	60	43	135
19	63	44	138
20	66	45	141
21	69	46	144
22	72	47	147
23	75	48	150
24	78	49	153
25	79	50	156

- 46.4 For the purposes of this sub-clause "a week's pay" shall be deemed to be the week's pay presently used as the basis for calculation of annual leave entitlements.
- 46.5 All such redundant employees shall be paid the value of their accrued sick leave calculated in accordance with the terms of this Award together with the value of all payments legally due to them in respect of annual leave and/or long service leave entitlements.



#### 47. Redundancy - Employees Engaged on Or After 21 December 2015

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

47.2 In addition to any required period of notice, and subject to the provisions of clause 45, the employee shall be entitled to the following severance payments in accordance with the table. 'A week's pay' shall have the same meaning as in clause 46.4 of this Award.

Completed Year of Service	Scale of Payments (Weeks)
1	9
2	12
3	15
4	18
5	21
6	24
7	27
8	30
9	33
10	36
11	39
12	42
13	45
14	48
15	51
16	54
17	57
18	60
19	63
20	66
21	69
22	72
23	75
24	78
25	79
26	84
27	87
28	90
29	93
30	96
31	99
32	102
33	105

## **PART 8**

### **MISCELLANEOUS**

#### **48. Work, Health and Safety**

- 48.1 Council shall provide a safe place of work and work practices in accordance with the provisions of the Workplace Health and Safety Act 2011 (NSW).
- 48.2 Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Workplace Health and Safety Act 2011 (NSW) and Regulations.
- 48.3 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation. Safety footwear and leather boot laces shall be replaced by Council on a sharp for blunt basis.
- 48.4 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- 48.5 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- 48.6 Council shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- 48.7 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- 48.8 Employees shall be supplied cool drinking water throughout the day.
- 48.9 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 48.10 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by Council to an agreed amount.

#### **49. Labour Hire and Contract Businesses**

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to a council for the purpose of such staff performing work or services for that other council.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that council's own employees.

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

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

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

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

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

## 50. Outsourcing

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

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

## 51. Accident Pay

- 51.1 An employee of Council shall be entitled to receive accident pay where the employee received an injury for which compensation is payable to the employee pursuant to the provisions of the Workers' Compensation Act 1987 (NSW) and/or any relevant amendments or relevant successor legislation.
- 51.2 "Accident pay" means the difference between the weekly amount of compensation paid to an employee pursuant to the Workers' Compensation Act 1987 (NSW) and/or any relevant amendments or relevant successor legislation.
- 51.3 Accident pay under these provisions shall be payable for a maximum period or an aggregate of periods as per the table below:

Injury Classification	Maximum Accident Pay Period
Seriously injured	26 weeks
All other injuries	13 weeks

"Seriously injured" has the same definition as contained within section 32A of the Workers' Compensation Act 1987 (NSW) and/or any relevant amendments or relevant successor legislation.

- 51.4 In the event that an employee receives a lump sum in redemption of weekly payments under the Worker's Compensation Act 1987 (NSW), the liability of Council to pay accident pay shall cease from the date of such redemption.
- 51.5 Where an employee recovers damages for an injury from Council for from a third independently of the provisions of the Worker's Compensation Act 1987 (NSW) then the employee shall be liable to repay Council the amount of accident pay which the employee has received under this clause and the liability of the Council for the accident pay shall cease.
- 51.6 Nothing in this clause shall in any way be taken as restricting or removing Council's right under the Worker's Compensation Act 1987 (NSW) to require the employee to submit themselves to examination by a qualified medical practitioner, provided and paid for by Council. If the employee refuses to submit themselves to such an examination or in any way obstructs such an examination, then the employee's right to receive or continue to receive accident pay will be suspended until such an examination has taken place.
- 51.7 Where a medical referee or Board gives a certificate as to the condition of an employee and their fitness for employment or specifies the kind of employment for which they are fit and Council duly makes available to the employee the kind of employment falling within the terms of such a certificate and the employee refuses or fails to resume or perform the proposed employment, then all payments in accordance with this Award shall cease and terminate from the date of such refusal or failure to commence such duties.
- 51.8 An employee who sustains an injury at work shall notify their supervisor immediately and complete the relevant injury notification documentation within 24 hours.

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## 52. Further Education

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

## **PART 9**

### **SAVINGS AND TRANSITIONAL**

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

53.1 Leave is reserved for the parties to this Award to make application to the Industrial Relations Commission of New South Wales to amend this Award with provisions that facilitate:

A seven (7) day spread of hours for all employees;

Sleepovers, 24 hour Care Shifts, and Excursions (including a seven (7) day spread) for disability support services employees;

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

Camping out provisions and allowance

53.2 Except as otherwise provided in sub-clause 45.1, it is a term of this Award that the Union undertakes not to pursue any extra claims, Award or over Award, of a general nature, for the duration of the Award.

**PART 10**  
**SCHEDULES**

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

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

Grade	Step	FFPP on or after 1/11/2015 (2%)	FFPP on or after 1/7/2016 (3%)	FFPP on or after 1/7/2017 (3%)	FFPP on or after 1/7/2018 (3%)
1	1	\$919.41	\$946.99	\$975.40	\$1,004.66
	2	\$935.98	\$964.06	\$992.98	\$1,022.77
	3	\$952.99	\$981.58	\$1,011.02	\$1,041.35
	4	\$970.40	\$999.51	\$1,029.49	\$1,060.38
2	1	\$943.02	\$971.31	\$1,000.45	\$1,030.46
	2	\$960.14	\$988.94	\$1,018.61	\$1,049.17
	3	\$977.70	\$1,007.03	\$1,037.24	\$1,068.36
	4	\$995.83	\$1,025.70	\$1,056.47	\$1,088.17
3	1	\$966.33	\$995.32	\$1,025.18	\$1,055.93
	2	\$984.03	\$1,013.56	\$1,043.96	\$1,075.28
	3	\$1,002.44	\$1,032.51	\$1,063.48	\$1,095.39
	4	\$1,021.73	\$1,052.39	\$1,083.96	\$1,116.48
4	1	\$989.78	\$1,019.47	\$1,050.05	\$1,081.56
	2	\$1,008.54	\$1,038.79	\$1,069.95	\$1,102.05
	3	\$1,027.83	\$1,058.67	\$1,090.43	\$1,123.14
	4	\$1,048.28	\$1,079.73	\$1,112.13	\$1,145.49
5	1	\$1,017.25	\$1,047.76	\$1,079.20	\$1,111.57
	2	\$1,037.04	\$1,068.16	\$1,100.20	\$1,133.21
	3	\$1,057.88	\$1,089.62	\$1,122.31	\$1,155.98
	4	\$1,079.65	\$1,112.04	\$1,145.40	\$1,179.76
6	1	\$1,045.44	\$1,076.80	\$1,109.11	\$1,142.38
	2	\$1,066.51	\$1,098.51	\$1,131.46	\$1,165.41
	3	\$1,088.77	\$1,121.43	\$1,155.07	\$1,189.73
	4	\$1,111.91	\$1,145.27	\$1,179.63	\$1,215.02
7	1	\$1,074.24	\$1,106.47	\$1,139.67	\$1,173.85
	2	\$1,096.66	\$1,129.56	\$1,163.45	\$1,198.35
	3	\$1,120.19	\$1,153.80	\$1,188.41	\$1,224.07
	4	\$1,144.91	\$1,179.26	\$1,214.63	\$1,251.07
8	1	\$1,111.11	\$1,144.44	\$1,178.77	\$1,214.14
	2	\$1,135.37	\$1,169.43	\$1,204.52	\$1,240.65
	3	\$1,160.76	\$1,195.58	\$1,231.45	\$1,268.39
	4	\$1,186.95	\$1,222.56	\$1,259.24	\$1,297.02
9	1	\$1,149.37	\$1,183.85	\$1,219.36	\$1,255.94
	2	\$1,175.24	\$1,210.50	\$1,246.82	\$1,284.22
	3	\$1,201.61	\$1,237.66	\$1,274.79	\$1,313.03
	4	\$1,228.82	\$1,265.69	\$1,303.66	\$1,342.77
10	1	\$1,188.27	\$1,223.92	\$1,260.64	\$1,298.45
	2	\$1,215.14	\$1,251.59	\$1,289.14	\$1,327.81
	3	\$1,242.50	\$1,279.78	\$1,318.17	\$1,357.72
	4	\$1,270.70	\$1,308.82	\$1,348.08	\$1,388.52



11	1	\$1,253.21	\$1,290.81	\$1,329.53	\$1,369.42
	2	\$1,281.58	\$1,320.03	\$1,359.63	\$1,400.42
	3	\$1,310.73	\$1,350.05	\$1,390.55	\$1,432.27
	4	\$1,340.59	\$1,380.80	\$1,422.23	\$1,464.89
12	1	\$1,318.17	\$1,357.71	\$1,398.44	\$1,440.40
	2	\$1,348.15	\$1,388.60	\$1,430.26	\$1,473.16
	3	\$1,378.98	\$1,420.35	\$1,462.96	\$1,506.85
	4	\$1,410.47	\$1,452.78	\$1,496.36	\$1,541.25
13	1	\$1,383.12	\$1,424.61	\$1,467.35	\$1,511.37
	2	\$1,414.76	\$1,457.20	\$1,500.92	\$1,545.95
	3	\$1,447.23	\$1,490.64	\$1,535.36	\$1,581.42
	4	\$1,480.52	\$1,524.94	\$1,570.68	\$1,617.80
14	1	\$1,448.05	\$1,491.49	\$1,536.24	\$1,582.33
	2	\$1,481.37	\$1,525.81	\$1,571.58	\$1,618.73
	3	\$1,515.48	\$1,560.94	\$1,607.77	\$1,656.00
	4	\$1,550.43	\$1,596.94	\$1,644.85	\$1,694.20
15	1	\$1,513.02	\$1,558.41	\$1,605.16	\$1,653.31
	2	\$1,547.96	\$1,594.40	\$1,642.23	\$1,691.50
	3	\$1,583.73	\$1,631.25	\$1,680.18	\$1,730.59
	4	\$1,620.32	\$1,668.93	\$1,719.00	\$1,770.57
16	1	\$1,577.81	\$1,625.14	\$1,673.90	\$1,724.11
	2	\$1,614.37	\$1,662.81	\$1,712.69	\$1,764.07
	3	\$1,651.81	\$1,701.36	\$1,752.40	\$1,804.98
	4	\$1,690.19	\$1,740.90	\$1,793.12	\$1,846.92
17	1	\$1,675.21	\$1,725.46	\$1,777.23	\$1,830.54
	2	\$1,714.12	\$1,765.54	\$1,818.51	\$1,873.07
	3	\$1,754.19	\$1,806.81	\$1,861.02	\$1,916.85
	4	\$1,795.07	\$1,848.92	\$1,904.39	\$1,961.52
	2	\$1,814.03	\$1,868.45	\$1,924.50	\$1,982.24
	3	\$1,856.52	\$1,912.22	\$1,969.58	\$2,028.67
	4	\$1,899.91	\$1,956.91	\$2,015.62	\$2,076.09
19	1	\$1,870.21	\$1,926.32	\$1,984.11	\$2,043.63
	2	\$1,914.07	\$1,971.49	\$2,030.64	\$2,091.56
	3	\$1,958.91	\$2,017.68	\$2,078.21	\$2,140.55
	4	\$2,005.05	\$2,065.21	\$2,127.16	\$2,190.98
20	1	\$1,967.48	\$2,026.50	\$2,087.30	\$2,149.92
	2	\$2,013.80	\$2,074.21	\$2,136.44	\$2,200.53
	3	\$2,061.11	\$2,122.95	\$2,186.64	\$2,252.23
	4	\$2,109.74	\$2,173.03	\$2,238.22	\$2,305.37
21	1	\$2,064.90	\$2,126.85	\$2,190.65	\$2,256.37
	2	\$2,113.53	\$2,176.94	\$2,242.25	\$2,309.51
	3	\$2,163.49	\$2,228.40	\$2,295.25	\$2,364.11
	4	\$2,214.76	\$2,281.20	\$2,349.64	\$2,420.12
22	1	\$2,162.32	\$2,227.19	\$2,294.00	\$2,362.82
	2	\$2,213.41	\$2,279.81	\$2,348.21	\$2,418.65
	3	\$2,265.85	\$2,333.82	\$2,403.84	\$2,475.95
	4	\$2,319.58	\$2,389.17	\$2,460.84	\$2,534.67
23	1	\$2,649.28	\$2,728.75	\$2,810.62	\$2,894.94
	2	\$2,712.57	\$2,793.94	\$2,877.76	\$2,964.10
	3	\$2,777.52	\$2,860.85	\$2,946.67	\$3,035.07
	4	\$2,843.97	\$2,929.29	\$3,017.17	\$3,107.69

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24	1	\$3,135.91	\$3,229.99	\$3,326.89	\$3,426.69
	2	\$3,211.40	\$3,307.74	\$3,406.97	\$3,509.18
	3	\$3,288.70	\$3,387.37	\$3,488.99	\$3,593.66
	4	\$3,368.00	\$3,469.04	\$3,573.11	\$3,680.30

**Table 2 - Weekly Rates of Pay For Apprentices**

	FFPP on or after 1/11/2015	FFPP on or after 1/7/2016	FFPP on or after 1/7/2017	FFPP on or after 1/7/2018
Electrical Fitters - Year 1	\$801.99	\$826.05	\$850.83	\$876.36
Year 2/HSC Year 1	\$903.31	\$930.41	\$958.33	\$987.08
Year 3/HSC Year 2	\$1,004.73	\$1,034.87	\$1,065.92	\$1,097.90
Year 4/ HSC Year 3	\$1,113.98	\$1,147.40	\$1,181.82	\$1,217.27
HSC Year 4	\$1,232.81	\$1,269.80	\$1,307.89	\$1,347.13
Plumbers - Year 1	\$798.27	\$822.22	\$846.89	\$872.30
Year 2/HSC Year 1	\$898.79	\$925.76	\$953.53	\$982.14
Year 3/HSC Year 2	\$999.21	\$1,029.18	\$1,060.06	\$1,091.86
Year 4/ HSC Year 3	\$1,107.01	\$1,140.22	\$1,174.43	\$1,209.66
HSC Year 4	\$1,224.26	\$1,260.99	\$1,298.82	\$1,337.78
Carpenters - Year 1	\$798.27	\$822.22	\$846.89	\$872.30
Year 2/HSC Year 1	\$898.79	\$925.76	\$953.53	\$982.14
Year 3/HSC Year 2	\$999.21	\$1,029.18	\$1,060.06	\$1,091.86
Year 4/ HSC Year 3	\$1,107.01	\$1,140.22	\$1,174.43	\$1,209.66
HSC Year 4	\$1,224.26	\$1,260.99	\$1,298.82	\$1,337.78
Motor Mechanics - Year 1	\$798.76	\$822.72	\$847.40	\$872.82
Year 2/HSC Year 1	\$899.26	\$926.24	\$954.03	\$982.65
Year 3/HSC Year 2	\$999.88	\$1,029.87	\$1,060.77	\$1,092.59
Year 4/ HSC Year 3	\$1,107.74	\$1,140.97	\$1,175.20	\$1,210.46
HSC Year 4	\$1,225.24	\$1,262.00	\$1,299.86	\$1,338.86
Gardeners - Year 1	\$697.60	\$718.53	\$740.08	\$762.29
Year 2/HSC Year 1	\$781.23	\$804.66	\$828.80	\$853.67
Year 3/HSC Year 2	\$864.84	\$890.79	\$917.51	\$945.04
Year 4/ HSC Year 3	\$948.47	\$976.93	\$1,006.23	\$1,036.42
HSC Year 4	\$1,033.32	\$1,064.32	\$1,096.25	\$1,129.14

**Table 3 - Traineeship Wage Rates**

Traineeship Wage Rates	FFPP on or after 1/11/2015 (2%)	FFPP on or after 1/7/2016 (3%)	FFPP on or after 1/7/2017 (3%)	FFPP on or after 1/7/2018 (3%)
Year 1	\$826.54	\$851.33	\$876.87	\$903.18
Year 2	\$905.77	\$932.94	\$960.93	\$989.76
Year 3	\$955.80	\$984.48	\$1,014.01	\$1,044.43
Year 4	\$989.23	\$1,018.90	\$1,049.47	\$1,080.95
Year 5	\$1,024.22	\$1,054.95	\$1,086.60	\$1,119.20
Year 6	\$1,060.41	\$1,092.22	\$1,124.99	\$1,158.74
Year 7	\$1,098.36	\$1,131.31	\$1,165.25	\$1,200.20

**Schedule 2 - Allowances**

	ffpp on or after 1/11/15	ffpp on or after 1/7/16	ffpp on or after 1/7/17	Ffpp on or after 1/7/18
Meal Allowance (Clause 14.4)	\$10.92	\$11.20	\$11.49	\$11.79
Community Language and Signing work (clause 21.3)	\$19.99p.w	\$20.51p.w	\$21.04p.w	\$21.59p.w
First Aid Allowance (Clause 21.4(c)) p/w	\$17.51p.w	\$17.96p.w	\$18.43p.w	\$18.91p.w
Broken Shift allowance (Clause 14.22) per shift	\$5.85p.s	\$6.00p.s	\$6.16p.s	\$6.32p.s
On call - on ordinary working day (Clause 14.13)	\$17.22p.d	\$17.74p.d	\$18.27p.d	\$18.82p.d
On call - on other days, not ordinary working (Clause 14.14)	\$34.44 p.d	\$35.47p.d	\$36.54p.d	\$37.63p.d
On call - maximum per week (Clause 14.15)	\$155.00p.w	\$159.65p.w	\$164.44p.w	\$169.37p.w

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### Schedule 3 - Progression Guidelines

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

#### 1. Banding

The appropriate Band for each position shall be determined by reference to the Qualifications and Experience descriptor as provided by Clause 12 Rates of Pay and Related Matters and clause 13 Skill Descriptors of the Broken Hill City Council Award.

#### 2. Levelling and Grades

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

Positions shall be re-evaluated in the following circumstances:

If the position is newly created.

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

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

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

#### 3. Position Descriptions

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

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

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

#### 4. Skills Assessment

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

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

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

5. Salary Review

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

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

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

(a) Training

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

(b) Allowances - (Former Award Allowances Only)

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

(c) Council's Budget

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

(d) Award Variations

The Grades and Salary Steps, as contained within the salary structure of the salary system shall be increased by the same quantum, and be operative from the same date as variations in the Broken Hill City Council Award.

(e) Dispute Procedure

Disputes which arise through the operation of Council's Salary System shall be handled consistent with Clause 36, dispute Resolution Procedures of the Broken Hill City Council Award.

(f) Publication

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