

(1505)

SERIAL C8410

**GOLDENFIELDS WATER COUNTY COUNCIL  
ENTERPRISE AWARD 2014**

Schedule of consolidated Award published on 9 October 2015 and subsequent Variations incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	C8410	9.9.2015	From first pay period after 1.7.2014	378	34

## AWARD

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### ANNEXURE

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## 2. Statement of Intent

### 2.1 Scope

It is the intention of the parties that the "Goldenfields Water County Council Enterprise Award 2014" shall apply to all employees of Goldenfields Water County Council, save and except for employees designated as "senior staff" pursuant to the Local Government Act 1993 (NSW) or its replacement legislation.

### 2.2 Coverage and Parties

This Award shall apply to all current and future employees of Goldenfields Water who are engaged in the classifications set out in Table 1 of Part B of this Award (including any additional classifications introduced), save and except for employees designated as "senior staff" pursuant to the Local Government Act 1993 (NSW).

The parties to this Award are the Local Government NSW; Goldenfields Water County Council; the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and the Electrical Trades Union (N.S.W.) of Australia; and the Local Government Engineers Association.

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### 3. Area, Incidence and Duration

#### 3.1 Applicability

This Award shall apply to Goldenfields Water County Council (elsewhere referred to as "Council") and all employees, save and except for employees designated as "senior staff" pursuant to the Local Government Act 1993 (NSW).

#### 3.2 Rescission of 2004 Award

This Award rescinds and replaces the Goldenfields Water County Council Enterprise Award 2010 published 29 June 2012 (372 I.G. 1040).

#### 3.3 Association with Local Government (State) Award 2014

The Goldenfields Water County Council Enterprise Award 2014 ("this Award") shall prevail over the provisions of the Local Government (State) Award 2014 ("the State Award") to the extent of any inconsistencies. Where this award is silent in respect to provisions contained in the State Award, the provisions of the State Award shall apply.

#### 3.4 Nominal term

This Award shall commence on and from the first full pay period on or after 20 April 2015 and shall remain in force until the first pay period on or after 30 June 2017, unless varied or terminated as provided for by the Industrial Relations Act 1996 (NSW). The first increase provided by this Award will be back paid by the Council from the first pay period after the 1 July 2014.

#### 3.5 Negotiation for replacement

The parties agree to commence negotiations for a replacement Enterprise Award no later than twelve months prior to the nominal expiry date of this Award.

#### 4. Agreed Objectives

4.1 The agreed objectives of this Award are:

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

- 4.1.1.1 Improve skill levels and establish skill-related career paths;
- 4.1.1.2 Eliminate impediments to multi-skilling;
- 4.1.1.3 Broaden the range of tasks which a worker may be required to perform;
- 4.1.1.4 Achieve greater flexibility in workplace practices;
- 4.1.1.5 Eliminate discrimination and sexual harassment;
- 4.1.1.6 Eliminate harassment and bullying;
- 4.1.1.7 Establish rates of pay and conditions that are fair and equitable;
- 4.1.1.8 Work reasonable hours;
- 4.1.1.9 Ensure flexibility for work and family responsibilities; and
- 4.1.1.10 Ensure the delivery of quality services to the community and continuous improvement.

4.1.2 Co-operation between Council and Employees to achieve:

- 4.1.2.1 Management Plan objectives and strategies;
- 4.1.2.2 Improved productivity, including taking action to reduce water wastage and ensuring pump power usage efficiency;
- 4.1.2.3 Early fault detection and efficient repair methods;
- 4.1.2.4 Ensuring Customer Relations and Level of Service strategies are met by delivering high quality attention and action in service to customers;
- 4.1.2.5 Action to reduce operating and maintenance costs; and
- 4.1.2.6 Act responsibly in respect to environmental matters.

## 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 (NSW) to prevent and eliminate discrimination in the workplace. This includes without limitation discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 5.2 The parties have obligations pursuant to the dispute procedure to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of this Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- 5.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 5.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
  - 5.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW);
  - 5.4.4 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.
- 5.6 Notes
- 5.6.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - 5.6.2 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."

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## 6. Definitions

### 6.1 Association

"Association" means the Local Government NSW.

### 6.2 Council

"Council" means Goldenfields Water County Council. This definition shall be read subject to allocation of responsibilities as specified in the Local Government Act 1993 (NSW).

### 6.3 Goldenfields Award

"Goldenfields Water County Council Enterprise Award 2014" as may be varied and/or replaced from time to time.

### 6.4 State Award

"Local Government (State) Award 2014" as may be varied and/or replaced from time to time.

### 6.5 Union

"Union" means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, Electrical Trades Union (N.S.W.) of Australia and the Local Government Engineers Association.

### 6.6 Ordinary Pay

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

6.6.1.1 Saturday, Sunday and shift penalties

6.6.1.2 Disability allowances

6.6.1.3 Tool allowances

6.6.1.4 On call allowance

6.6.1.5 First aid allowance

6.6.1.6 Community language and signing work allowances.

Provided that subject to the exclusions below and at clauses 11.2 and 22.3.5, an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

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

6.6.2.1 Overtime payments

6.6.2.2 Camping allowance

6.6.2.3 Travelling allowances

6.6.2.4 Car allowances

6.6.2.5 Meal allowances.

6.6.2.6 Living Away From Home Allowance LAFHA

6.7 Days

Unless otherwise specified, any reference to 'days' shall mean calendar days.

6.8 Competency based training

"Competency based training" refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.

6.9 Superannuation contributions

"Superannuation contributions" means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice.

6.10 Complying superannuation fund

"Complying superannuation fund" has the same meaning as in the Superannuation Industry (Supervision) Act 1993 (Cth).

6.11 Seven day a week rotating roster system

"Seven day a week rotating roster system" means a work roster system in which the employee is regularly required to work:

6.11.1 Ordinary hours on each of the seven calendar days of the week; and

6.11.2 Ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and

6.11.3 On Public Holidays; and

6.11.4 At different agreed commencement times during the roster period (i.e. different shifts)

Provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the council regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

## 7. Skill Descriptors

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

### 7.1 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.

### 7.2 Operational Band 1, Level 2

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

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

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

Management skills: Not required.

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

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

### 7.3 Operational Band 1, Level 3

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

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

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

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

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

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

### 7.4 Operational Band 1, Level 4

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

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

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

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

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

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

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7.5 Administrative / Technical / Trades Band 2, Level 1

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

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

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

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

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

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

7.6 Administrative / Technical / Trades Band 2, Level 2

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

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

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

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

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

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

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7.7 Administrative / Technical / Trades Band 2, Level 3

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

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

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

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

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

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

7.8 Professional / Specialist Band 3, Level 1

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

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

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

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

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

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

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7.9 Professional / Specialist Band 3, Level 2

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

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

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

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

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

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

7.10 Professional / Specialist Band 3, Level 3

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

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

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

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

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

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

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#### 7.11 Professional / Specialist Band 3, Level 4

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

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

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

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

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

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

#### 7.12 Executive Band 4

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

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

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

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

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

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

## **8. Rates of Pay**

### **8.1 Salary System**

Council will maintain the salary system to complement the skills-based structure and rates of pay of this Award. The Salary System is a schedule of this Award.

### **8.2 Weekly Rates**

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the Local Government Act 1993 (NSW) are set out in Table 1, of Part B, of this Award (i.e. the rates applicable under the Council's salary system).

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the Local Government Act 1993 (NSW) set out in Table 1 of Part B of this award (i.e. the rates applicable under council's salary system) shall be increased as follows:

8.2.1 On the first full pay period commencing on or after 1st July 2014, by 3%;

8.2.2 On the first full pay period commencing on or after 1 July 2015, by 3%; and

8.2.3 On the first full pay period commencing on or after 1 July 2016, by 3 %.

### **8.3 Upon reaching the nominal expiry date of this Award**

Upon reaching the nominal expiry date of this Award on 30 June 2017, the parties agree that increases in weekly rates of pay under the State Award shall be automatically incorporated into Council's salary system and will have the same operative date as the Award increases. These increases represent the minimum increases to be awarded at the enterprise level and that the Union(s) may seek to negotiate over Award payments once this Award has expired.

### **8.4 Workers Compensation**

The current weekly rate of pay of an employee for the purposes of the Workers Compensation Act 1987 (NSW), shall be the rate paid to the employee under Council's salary system.

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## 9. Salary System

- 9.1 A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 9.2 The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- 9.3 Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 7 Skills Descriptors of this Award.
- 9.4 Progression through the salary system shall be based upon the acquisition and use of skills. Assessment for the progression through the salary system shall occur annually. Where skills based progression is not reasonably available within the salary range of the position, the employee shall progress annually in accordance with the savings and transitional clause in Clause 38.
- 9.5 Skills for progression relevant to the position/Grade shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system relevant to that grade subject to sub-Clause 9.4.
- 9.6 Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, council will provide one.
- 9.7 At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- 9.8 The salary system shall include a process by which employees can appeal against their assessment.
- 9.9 Employees shall have access to the assessment document prior to the assessment and to information regarding the grade, salary range and progression steps of the position.
- 9.10 Where a council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

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**10. Use of Skills**

- 10.1 The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- 10.2 The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 10.3 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 10.4 The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.
- 10.5 Subject to clause 15.10, First Aid Work, employees who are required by Council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position. This subclause to cease to have effect on and from 30 June 2017.

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

- 11.1 An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 11.2 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 22.3.5 of this Award.
- 11.3 An employee under this Award who is required to relieve in a senior staff position, so designated under the Local Government Act 1993 (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

## 12. Payment of Employees

- 12.1 Employees shall be paid fortnightly or any other period by agreement on a fixed regular pay day.
- 12.2 Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- 12.3 Payment shall be by cheque or direct credit to the employee's nominated account.
- 12.4 The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 12.5 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:
- 12.5.1 Alternative duties are available that the employee can usefully perform, or
  - 12.5.2 The bushfire or other climatic circumstance occurred outside of the State of New South Wales.

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### 13. Salary Sacrifice

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

#### **14. Superannuation Fund Contributions**

Subject to the provisions of the Industrial Relations Act 1996 (NSW), Council shall make superannuation contributions for current employees to their nominated Superannuation Fund. As at the commencement of this Award Council shall make superannuation contributions for new employees to the Local Government Superannuation Scheme and not to any other superannuation fund.

##### **14.1 Additional Employer Superannuation Contribution**

All employees will receive a 0.92% increase to their employer superannuation contribution in addition to their existing arrangements effective from the first pay period after the 1 July 2014 with a further 0.92% increase effective from 1 July 2015 with a further 0.92% increase effective from 1 July 2016(14.76%) currently 12%.

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## 15. Allowances, Additional Payments And Expenses

### 15.1 Telephones

Subject to clause 15.1.1, an employee who is required to have a landline telephone at their home for Council purposes shall be compensated by Council reimbursing rental fees and charges along with a weekly payment of \$5.00 per week.

### 15.2 Discretionary provision of mobile phone

Where required, a mobile telephone will be provided by Council with all associated business usage costs including rental, message bank, etc. being met by Council. Private usage of the phone will only be charged if usage incurs Council additional charges.

### 15.3 Living away from home allowance (LAFHA)

#### 15.3.1 Accommodation

An employee required to work, and who is required to remain at the location overnight in-side or out-side Council's area (including 3rd party projects) shall be provided with accommodation of at least an NRMA rating of three stars in single accommodation, or if such standard of accommodation is not available, other accommodation as may be agreed to between Council and the affected employee/s. A living away from home allowance LAFHA of \$30 per night will apply from 1 July 2015. The Union and its members will within reason ensure that projects (including 3rd party outside Council's area) requiring travel are adequately staffed to meet contract and/or scheduling requirements.

### 15.4 Incidentals

In addition to 15.2.1 above, Council shall pay for breakfast, evening meals and all reasonable incidental expenses (as approved by the General Manager) incurred as a result of the requirements to live away from home. This shall include but not limited to reasonable costs incurred for carer's responsibilities such as:

15.4.1 Child Care - After school care

15.4.2 Relatives costs to provide assistance due to the spouses absence.

### 15.5 Disability Allowances

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

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

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

Excepting staff engaged in the following functions:

Administration

Finance

Supervising in Band 2

Technical Services

Employees recognised in clause 15.3.2 below

- 15.5.1.2 Employees in the following classifications (excluding supervisors), who are recognised as working regularly in open trenches shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.

Distribution & Construction Group Members

Welders

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

## 15.6 Employee Providing Tools

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

	Per Week \$
Metals and Mechanical Trades	\$28.10 (as per Local Government Award 2014)

- 15.6.2 Complete Tool Kits

Allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

- 15.6.3 Special Purpose Tools

Allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

15.6.4 Compensation of Tools

The council shall reimburse the employee to a maximum per annum as set out Clause 15.6.1 for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

15.6.5 Provided for the purposes of this clause: -

- 15.6.5.1 Only tools used by the employee in the course of their employment shall be covered by this clause;
- 15.6.5.2 The employee shall, if requested to do so, furnish the council with a list of tools so used;
- 15.6.5.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- 15.6.5.4 The employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

15.7 Certificates and Licences

- 15.7.1 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council to hold a WorkCover NSW approved certificate or licence Council shall reimburse the employee for the cost of such certificate or licence.
- 15.7.2 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council 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 a Class C (car) driver's licence.

15.8 Vehicle Allowances

- 15.8.1 Where, by agreement, and Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance of 78 cents for vehicles over 2.5 litres for each kilometre of authorised travel , from 1 July 2014 .
- 15.8.2 Council may require an employee to record full details of all such official travel requirements in a log book.
- 15.8.3 Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in clause 15.6.1. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.

15.8.4 Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in Clause 15.8.1 and shall not be entitled to the minimum payment as set out in Clause 15.6.3.

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

#### 15.9 Travelling Allowance

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

15.9.2 For the purposes of this subclause "normal starting point" shall mean:

15.9.2.1 A Council workshop or depot;

15.9.2.2 A Council office or building to which the employee is usually assigned;

15.9.2.3 Any other agreed starting and / or finishing point.

15.9.3 Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 32, Grievance and Dispute Procedures, shall apply.

15.9.4 An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance for each journey as per Clause 15.8.1.

15.9.5 For the purpose of this subclause a residence shall not be recognised as such unless it is situated within the geographic council area. Where the employee resides outside the council's geographic area the travelling allowance is payable from the respondent general purpose council's boundary.

15.9.6 For the purpose of this subclause distance shall mean the nearest trafficable route to work.

15.9.7 Where Council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as per Clause 15.8.1.

Such car allowance shall be paid in addition to travelling allowances provided by this subclause. For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

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

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- 15.9.8 This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- 15.9.9 This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 32 of this Award shall be applied.
- 15.9.10 This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- 15.9.11 Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- 15.10 First Aid Work
- 15.10.1 Where an indoor employee is required by Council to hold a current First Aid Certificate, to be in charge of a First Aid kit and administer First Aid in the event of an incident, and the use of such skills are not paid for in accordance with the salary system established by Council, the employee shall be paid an allowance of \$14.00 per week.
- 15.10.2 All outdoor employees, due to the nature of their work, which may be remote, are required by Council to hold a current First Aid Certificate, to be in charge of a First Aid kit (which they will keep up to date at Council's cost) and to administer First Aid in the event of an incident. This will be an inherent requirement of their role. In return, the Council will pay all outdoor employees an allowance of \$14.00 per week.
- 15.11 Meal Allowance
- 15.11.1 A meal allowance set out in Table 1 of Part B shall be paid to employees instructed to work overtime:
- 15.11.1.1 For two hours or more prior to their agreed commencing time, or
- 15.11.1.2 For two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
- 15.11.1.3 After each four hours on days other than ordinary working days
- Provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.
- 15.12 Civil Liability - Engineering Professionals
- 15.12.1 Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the Council, an employee who is an engineering professional:
- 15.12.2 Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and

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15.12.3 Such assets may give rise to liability under the Civil Liability Act 2002 (NSW) shall be paid an allowance in addition to the weekly rate of 3.5%.

15.12.4 The provision in (15.10.1.1) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date this Award was made.

15.13 Accreditation of council employees by the Building Professionals Board

Where an employee is required by council to be accredited by the Building Professionals Board under the Building Professionals Act 2005 (NSW) the Council shall:

15.13.1 Pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and

15.13.2 Grant paid leave to attend course requirements in accordance with subclause (4) of Clause 29, Training and Development, of this Award.

## 16. Motor Vehicle Leaseback

### 16.1 General

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

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

Factors to consider when determining whether a leaseback vehicle is a condition of an employee's employment include:

- 16.1.1 Whether the vehicle was offered as an incentive to attract and/or retain the employee; and
- 16.1.2 The period that the employee has had access to a leaseback vehicle.

### 16.2 Termination of leaseback vehicle arrangement

16.2.1 Condition of employment - Unless otherwise provided in this clause, where Council and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.

16.2.2 Not a condition of employment - Unless otherwise provided, where Council and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, Council shall give a minimum of twelve (12) months written notice of termination of the arrangement.

16.2.3 Other - Council may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with Council that does not include access to a leaseback vehicle.

### 16.3 Variation of leaseback vehicle arrangements

16.3.1 Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fee shall be referred to Council's Consultative Committee.

16.3.2 Variations to leaseback fees - Council shall not increase the leaseback vehicle fee an employee is required to pay in any one year by more than ten (10) percent or the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), whichever is the greater. This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

16.3.3 Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, Council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (16.3.2) above shall not apply. In the absence of agreement, Clause 32, Grievance and Disputes Procedures, shall apply.

## **17. Residence**

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

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## 18. Hours of Work

### 18.1.1 General

#### 18.1.1.1 Spread of Hours

Council and its employees agree that the following fundamental objectives shall be considered in determining how an employee's working hours are to be structured under this Award:

- 18.1.1.2 the most efficient means of delivery of services;
- 18.1.1.3 the most effective way of servicing the customer; and
- 18.1.1.4 the most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

### 18.1.2 Starting and Finishing Times

The starting and finishing times within the spread of hours provided by this clause shall be as determined by Council in consultation with the employees concerned.

### 18.1.3 Ordinary Hours of Work

- 18.1.3.1 The ordinary hours for all employees shall be worked between 6:00a.m and 6:00p.m., Monday to Friday.
- 18.1.3.2 Except as otherwise provided in a Workplace Agreement, the ordinary hours for all employees shall be 76 hours per fortnight worked on nine weekdays in any two week cycle.
- 18.1.3.3 The ordinary hours of work for employees, except as otherwise provided in a Workplace Agreement, engaged in the following functions shall be 70 hours per fortnight worked on nine weekdays in any two week cycle:
  - Administration;
  - Engineering (Professional and Trainees);
  - Executive Band;
  - Finance;
- 18.1.3.4 Management will, with employee input, arrange rosters ensuring Council and employees derive maximum benefit from rostered days off; and avoid conflicts between rostered days and public holidays. In order to meet anticipated customer service commitments and minimum staffing levels, rostered days may not be for all employees on Mondays or Fridays; there may be mutually acceptable arrangements with individual employees for an alternative day off during a particular period.
- 18.1.3.5 Employees, with the approval of Council, may defer up to four rostered days off per annum. Such deferred days shall be added to accrued time.

- 18.1.3.6 At Council's request and with the employee's agreement, an employee working a rostered day off, they may elect to be paid for such day at the same rates as provided in this Award for working on an ordinary Saturday; without further entitlement..
- 18.1.3.7 Employees called out to perform duties either as an on call officer or as a call-out giving rise to a ten hour break on the following day as required by clause 19 of this Award, and the following day is an RDO, the employee/s shall have the right to defer their RDO to another mutually agreed time.

## 18.2 Water treatment plant work

### 18.2.1 Pre-arranged and emergent work (All Plants)

The following provisions shall apply to employees whether usually engaged on a "shift work" or "normal hours" basis; whose place of residence is within 400 metres of a major Water Supply Headworks and/or Treatment Facility (i.e. Oura or Jugiong) and undertake pre-arranged overtime duties. An employee undertaking pre-arranged duties at a Plant on Saturdays, Sundays and/or Award Holidays, together with incidental emergent duties outside working hours throughout the week, will be paid the amount in the Annexure to this Award, with payment being inclusive for the first four hours of overtime work performed during each week. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.

- 18.2.2 Normal overtime penalty rates will accrue after four hours of work performed in any such week.
- 18.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted accrue one day additional annual leave.
- 18.2.4 The requirement of this Clause to undertake incidental emergent duties is not a requirement to be available for "on call" duties pursuant to Clause 19.2 of this Award; and the provisions of 19.2.6 are specifically excluded under this Clause.
- 18.2.5 If Council requires an employee to work concurrently under both the provisions of this Clause and the "on call" Clause (19.2), all time worked on, and conditions stipulated for, each set of duties shall stand separately and be paid separately and cumulatively.

## 19. Overtime

### 19.1 General

- 19.1.1 It is a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Council.
- 19.1.2 Except to the extent that, either under or prior to the making of this Award, a supplementary or annualised payment has been incorporated into the ordinary pay of individual employees, overtime shall be worked and paid for in accordance with this Award.
- 19.1.3 Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- 19.1.4 Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- 19.1.5 Overtime worked on Sunday shall be paid for at the rate of double time.
- 19.1.6 Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- 19.1.7 An employee (other than a casual) who works four or more hour's overtime:
- 19.1.7.1 Between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or
- 19.1.7.2 On days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day, shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

- 19.1.7.3 For four hours or more, or
- 19.1.7.4 On consecutive days without having had a ten hour break, or
- 19.1.7.5 On more than one occasion during the day outside of the four hour period.

- 19.1.8 Where there is prior agreement between Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This subclause shall not apply to employees who are on call or called back to work.
- 19.1.9 Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of Council and standing and / or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of Council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- 19.1.10 Subject to sub-Clause 19.1.11, Council may require an employee to work reasonable overtime at overtime rates.
- 19.1.11 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.
- 19.1.12 For the purposes of sub-Clause 19.1.11, what is unreasonable or otherwise will be determined having regard to:
- 19.1.12.1 Any risk to the employee;
  - 19.1.12.2 The employee's personal circumstances including any family and carer responsibilities;
  - 19.1.12.3 The needs of the workplace;
  - 19.1.12.4 The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
  - 19.1.12.5 Any other matter.

## 19.2 On call

- 19.2.1 An employee is "On Call" if Council requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The On Call period will commence on a weekday for a seven day period. It is intended that no employee will be required to participate in an On Call roster for any more than two weeks in any ten week period. To allow Council flexibility when faced with unforeseen staff shortages, employees may be required to undertake additional on call periods however such additional periods are not to exceed five weeks in any ten week period.
- On Call work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.
- 19.2.2 An employee required to be On Call will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being inclusive of payment for the first four hours of call out work performed during each rostered period. These four hours shall be calculated on an hour-for-hour basis inclusive of Saturday, Sunday and Award Holidays.
- 19.2.3 Normal overtime penalty rates will accrue after four hours of work performed during the On Call period.

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- 19.2.4 For each Award Holiday on which an employee is On Call, the employee shall be granted one day additional annual leave.
- 19.2.5 When an On Call officer has performed duties, a minimum rest period of ten hours will be provided following the completion of the last activity and prior to the resumption of normal work.
- 19.2.6 An On Call employee must be able to be contacted and commence duty in response to a call-out within 15 minutes.
- 19.3 Call Back
- 19.3.1 An employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- 19.3.2 Any employee who is called back to work as defined in subclause 19.3.1 shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.
- Ordinarily the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.
- 19.4 Duty Officer
- 19.4.1 An employee is "Duty Officer" if Council requires the employee to be available, outside the employee's usual ordinary hours, as the principal contact for water supply matters and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The duty period will commence on a weekday for a seven day period. It is intended that no employee will participate in a duty roster for any more than two weeks in any ten week period. In unusual circumstances employees may be required to undertake additional Duty Officer periods which are not to exceed five weeks in any ten week period.
- 19.4.2 Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.
- 19.4.3 A Duty Officer must be able to be contacted at all times while on roster.
- 19.4.4 An employee required to perform the role of Duty Officer will be paid the amount set out in the Annexure to this Award each rostered week which is in lieu of:
- 19.4.4.1 Any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and
- 19.4.4.2 Any claim for payment for work performed, outside the employee's usual ordinary hours of work, in their capacity of Duty Officer.
- 19.4.5 For each Award Holiday on which an employee is Duty Officer, the employee shall be granted one day additional annual leave.
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- 19.4.6 Employees performing Duty Officer work shall be entitled to all other allowances prescribed by this Award, where applicable.
- 19.4.7 When a Duty Officer has performed substantial evening or overnight duties totalling more than two hours between 11.00pm and 4.00am a minimum rest period of ten hours will be provided following the completion of said duties and prior to the resumption of normal work.
- 19.5 Duty Officer - "Second Call"
- 19.5.1 In order to assist in the provision of after hours responses at peak times, Council may require any employee to be available to assist the Rostered Duty Officer in the event of demand exceeding the Rostered Duty Officer's capacity to deal with same. An employee required to undertake such duties will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being subject to all of the relevant provisions of Clause 18.3 above; with the exception of Clause 18.3.5.
- 19.5.2 The rostering of employees to undertake "second call" duties will be arranged by Council at the same time and in the same manner as applies to all other arrangements for rostering of "on call", "duty officer" and "rostered days off".

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## 20. Holidays

- 20.1 These Public Holidays shall be observed: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW. It is, however, agreed that locally proclaimed holidays shall only apply to employees whose permanent place of work is within the general purpose council area of such local proclamation.
- 20.2 In addition to the days provided for in clause 20.1 employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide Council with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause.
- 20.3 Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- 20.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 20.5 All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours' work.
- 20.6 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- 20.7 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between Council and the employee.

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## 21. Union Picnic Day

- 21.1 Union Picnic Day shall for the purposes of this Award be regarded as a holiday for permanent employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between Council and the union(s). Permanent employees who are not rostered on the day deemed as a Union Picnic day will have an alternate day allocated as agreed by the employee.
- 21.2 The union(s) shall advise Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- 21.3 Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.
- 21.4 Where Council approves or grants non-financial members of the union(s) an additional day in excess of current entitlements of those employees, financial members of the union(s) will be granted an additional day off.
- 21.5 Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.

## 22. Leave Provisions

In addition to the provisions of the Award, the following supplementary Leave Provisions shall apply to employees of Council.

### 22.1 Sick leave

22.1.1 Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions: -

- 22.1.1.1 Council shall be satisfied that the sickness is such that it justifies the time off; and
- 22.1.1.2 Council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
- 22.1.1.3 proof of illness to justify payment shall be required after 4 separate periods of absence in each service year or where an absence exceeds 3 or more concurrent working days; and
- 22.1.1.4 When requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
- 22.1.1.5 Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- 22.1.1.6 Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority or statutory declaration.
- 22.1.1.7 The council may require employees to attend a doctor nominated by council at council's cost.
- 22.1.1.8 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- 22.1.1.9 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with Council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- 22.1.1.10 Where an employee has had 10 years' service with the Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- 22.1.1.11 Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.

22.1.2 An employee shall, wherever possible, notify their supervisor, within one hour of the employee's usual starting time, of the employee's inability to attend on account of illness or injury and advise the employer of the estimated duration of their absence.

#### 22.1.3 Illness During Annual and Long Service Leave

If an employee becomes sick or is injured for a period of at least seven consecutive days whilst on annual or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, then the employee's leave balances will be adjusted by:

22.1.3.1 Re-crediting the number of annual or long service leave days shown in the medical evidence, and

22.1.3.2 Debiting the employee's sick leave balance by the corresponding number of days.

#### 22.2 Carers Leave

22.2.1 Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.2.7.2 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 20.2.1, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

22.2.2 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.

22.2.3 Where more than ten days' sick leave in any year of service is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the council's and employee's requirements.

22.2.4 Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 32 of this Award should be followed.

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

22.2.6 Council may require the employee to provide proof of the need for carer's leave as follows:

22.2.6.1 Less than 10 days - Where less than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or

22.2.6.2 More than 10 days - Where more than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or

22.2.6.3 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.

22.2.7 The entitlement to use sick leave in accordance with this subclause is subject to:

22.2.7.1 The employee being responsible for the care of the person concerned; and

22.2.7.2 The person concerned being:

22.2.7.2.1 A spouse of the employee; or

22.2.7.2.2 A defacto spouse and/or same sex partner, 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

22.2.7.2.3 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

22.2.7.2.4 A relative of the employee who is a member of the same household, where for the purposes of this Clause:

22.2.7.2.4.1 'Relative' means a person related by blood, marriage or affinity;

22.2.7.2.4.2 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and

22.2.7.2.4.3 'Household' means a family group living in the same domestic dwelling.

22.2.7.3 An employee may with Council approval, take unpaid leave to provide care and support to a class of person set out in subclause 22.2.7.2 above who is ill or who requires care due to an unexpected emergency.

22.2.7.4 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 employer by telephone of such absence at the first opportunity on the day of absence.

22.2.8 Carer's Entitlement for Casual Employees

22.2.8.1 Subject to the evidentiary and notice requirements in subclauses 22.2.6 and 22.2.9 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 22.2.7.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

22.2.9 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 18 Part A of this Award for the purpose of providing care and support for a person in accordance with subclause 22.2.7.2 above.

22.2.10 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 the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above.

22.2.11 Annual Leave and Leave Without Pay

An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above. Such leave shall be taken in accordance with Clause 22 .3, Annual Leave and Clause 22.9, Leave Without Pay of this Award.

22.3 Annual Leave

22.3.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in subclause 22.3.2 of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter Council and the employee.

22.3.2 Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

22.3.2.1 Where the employee has accumulated in excess of eight weeks annual leave

22.3.2.2 A period of annual close-down of up to and including 4 weeks. Provided that:

22.3.2.2.1 Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause 22.3.1 of this clause.

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- 22.3.2.2.2 In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- 22.3.2.2.3 In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- 22.3.2.2.4 In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave
- 22.3.3 Payment to an employee proceeding on annual leave shall be made Council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.
- 22.3.4 On resignation or termination of employment, Council shall pay to the employee:
- 22.3.4.1 Their ordinary rate of pay for all untaken leave credited for completed years of service, and
- 22.3.4.2 For an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.
- Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.
- 22.3.5 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.
- 22.4 Long service leave
- 22.4.1 Rate of Accrual
- Except as otherwise provided in this Clause, employees shall accrue and Council shall credit each employee long service leave on ordinary pay after each period of continuous service with Council on the following basis:
- 22.4.1.1 On completion of five years service, 6.5 weeks
- 22.4.1.2 On completion of ten years service, a further 6.5 weeks
- 22.4.1.3 After completion of each of the eleventh to fifteenth years, 1.7 weeks per year
- 22.4.1.4 After completion of each subsequent year, 2.7 weeks per year
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22.4.2 Termination of Service

Where an employee has completed more than five years service and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to ten years; and thereafter at the annual rates stipulated in Clause 22.4.1 above; shall be paid to such employee on termination.

22.4.3 Continuous Service

Continuous Service shall be the period from the date of commencement to the date of termination of employment and shall include:

22.4.3.1 All approved paid leave

22.4.3.2 Subject also to Sub-clauses 22.4.2, previous employment with Great Southern Energy, Northern Riverina County Council or Department of Public Works and Services which was terminated by compulsory transfer to Council on or after July 01, 1997.

22.4.3.3 Employment as a part-time employee

22.4.3.4 Service with any other Government Department or Local Government Body shall be service for the purpose of long service leave accrual under this Award provided that:

22.4.3.4.1 The former employer pays to Council the monetary value of the long service leave which the employee has accrued at the time of transfer, and

22.4.3.4.2 The period between cessation of service with the former employer and appointment to the service of Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, and

22.4.3.4.3 The employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with the former employer and appointment to the service of Council.

22.4.3.5 Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Council, its predecessors or a Local Government Council in New South Wales at the time of commencing the service.

22.4.4 For those employees whose continuous service, as defined at Clause 22.4.3, is comprised of a combination of service with Great Southern Energy, or Northern Riverina County Council, or the Department of Public Works and Services; and Council, Council shall credit each employee long service leave on ordinary pay as follows:

22.4.4.1 For that period of service with Great Southern Energy, Northern Riverina County Council or the Department of Public Works and Services; at the amount of leave accrual prescribed within the relevant Award or Industrial Instrument governing the employee's long service leave entitlements during that period of service, and

22.4.4.2 For that period of service with Council; at the amount of leave prescribed at Clause 22.4.3 of this Award.

22.4.5 Full Pay, Half Pay, Double Pay

An employee who is entitled to long service leave may, with the consent of Council, take long service leave:

22.4.5.1 On full pay; or

22.4.5.2 On half pay; or

22.4.5.3 On double pay.

22.4.6 When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

22.4.6.1 A period of leave on full pay - the number of days so taken; or

22.4.6.2 A period of leave on half pay -half the number of days so taken; or

22.4.6.3 A period of leave on double pay - twice the number of days so taken.

22.4.7 When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

22.4.7.1 A period of leave on full pay - the number of days so taken; or

22.4.7.2 A period of leave on half pay -half the number of days so taken; or

22.4.7.3 A period of leave on double pay -the number of days so taken.

22.4.8 Employees that take long service leave at half or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation.

22.5 Parental Leave (General)

Relationship with federal legislation - Clauses 22.5, 22.6, 22.7, and 22.9 of this Award shall apply in addition to:

22.5.1 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); as amended from time to time.

22.5.2 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

## 22.6 Requests for flexible work arrangements

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

## 22.7 Paid Parental Leave

### 22.7.1 Definitions - in this clause:

22.7.1.1 PPL instalments shall mean instalments paid during the paid parental leave period under the Paid Parental Leave Act 2010 (Cth).

22.7.1.2 Parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

### 22.7.2 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 Council immediately prior to the commencement of paid leave.

### 22.7.3 Entitlement to parental leave make-up pay

22.7.3.1 An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.

22.7.3.2 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.

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

### 22.7.4 Employee's right to choose

22.7.4.1 An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, Paid Maternity Leave, of the Local Government (State) Award 2007, may elect to receive paid maternity leave and / or paid special maternity leave in accordance with the provisions of the Local Government (State) Award 2007 in lieu of the entitlement to parental leave make-up pay under this award.

22.7.4.2 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.

## 22.8 Concurrent Parental Leave

An employee, other than a casual, 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.

## 22.9 Adoption Leave

### 22.9.1 Eligibility

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

### 22.9.2 Pre-adoption Leave

22.9.2.1 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.

22.9.2.2 An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

22.9.2.3 Single continuous period of up to 2 days; or

22.9.2.4 Any separate periods to which the employee and council agree.

### 22.9.3 Adoption Leave

22.9.3.1 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.

22.9.3.2 Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

22.9.3.3 This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

## 22.10 Other paid leave

### 22.10.1 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify 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.

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An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

22.10.2 Union Training Leave

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

22.10.3 Union Conference Leave

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

22.11 Bereavement leave

Bereavement leave entitlements for employees employed at Goldenfields will be those found in the Underpinning Local Government Award, except that the provisions will be extended to benefit same sex partners.

22.12 Emergency service leave

22.12.1 Council will release employees who are registered members of New South Wales Emergency Service Organisations to participate in declared emergency events without loss of ordinary pay or entitlements subject to such release not jeopardising Council's ability to maintain its core services.

22.12.2 The releasing of such employees shall be subject to the following:

22.12.2.1 The release of the employee from duty, either by the appropriate supervisor or, when such supervisor cannot be contacted, the rostered Duty Officer.

22.12.2.2 The subsequent submission of appropriate certification duly signed by an authorised officer of the emergency organisation detailing particulars of the employee's participation in the event.

22.13 Leave without pay

22.13.1 Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

22.13.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

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### 23. Flexibility for Work And Family Responsibilities

- 23.1 Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- 23.2 Flexible work and leave arrangements include but are not limited to:
- 23.2.1 Make up time;
  - 23.2.2 Flexi time;
  - 23.2.3 Time in lieu;
  - 23.2.4 Leave without pay;
  - 23.2.5 Annual leave;
  - 23.2.6 Part-time work;
  - 23.2.7 Job share arrangements;
  - 23.2.8 Variations to ordinary hours and rosters;
  - 23.2.9 Purchased additional annual leave arrangements; and arrangements to accommodate breastfeeding women.
- 23.3 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.

## 24. Phased Retirement

- 24.1 In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- 24.2 Examples of flexible work and leave arrangements include:
- 24.2.1 Part-time work;
  - 24.2.2 Flexi time;
  - 24.2.3 Leave without pay;
  - 24.2.4 Job sharing arrangements;
  - 24.2.5 Variations to ordinary hours and rosters;
  - 24.2.6 Job redesign; and
  - 24.2.7 Purchased additional annual leave arrangements.
- 24.3 The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either Council or the employee.

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## 25. Part-time Employment

- 25.1 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 Clause 18, Hours of Work of this Award.
- 25.2 Prior to commencing part-time work Council and the employee shall agree upon the conditions under which the work is to be performed including:
- 25.2.1 The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
  - 25.2.2 The nature of the work to be performed.
  - 25.2.3 The rate of pay as paid in accordance with this Award
- 25.3 The conditions may also stipulate the period of part-time employment.
- 25.4 The conditions may be varied by consent between the employer and the employee.
- 25.5 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 the Council.
- 25.6 Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
- 25.7 In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.
- 25.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award, the provisions of Clause 19, Overtime, shall apply.
- 25.9 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.
- 25.10 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.
- 25.11 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

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## 26. Casual Employment

- 26.1 A casual employee shall mean an employee engaged on a day to day basis.
- 26.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 18, Hours of Work.
- 26.3 Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 18.1.2 of the Award. The penalties are calculated on the ordinary hourly rate.
- 26.4 Casual employees who work outside the relevant spread of hours identified at clause 17C (i) and (ii) of the State Award are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 26.5 Subject to clause 18A (viii) of the State Award, a casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 17, Hours of Work of the State Award.
- 26.6 In addition to the amounts prescribed by subclause 24.2 of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by the State Award. Casual loading is not payable on overtime.
- 26.7 Casual employees engaged on a regular and systematic basis shall:
- 26.7.1 Have access to annual assessment under council's salary system.
  - 26.7.2 Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 26.8 A casual employee shall not replace an employee of Council on a permanent basis.
- 26.9 Carer's entitlements shall be available for casual employees as set out in subclause (vii) of Clause 20, Part B of the State Award.
- 26.10 Bereavement entitlements shall be available for casual employees as set out in in the underpinning State Award, except that the provisions will be extended to benefit same sex partners

## **27. Job Share Employment**

- 27.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 27.2 Job sharing shall be entered into by agreement between Council and the employees concerned.
- 27.3 Such agreement shall be referred to the consultative committee for information.
- 27.4 Council and the job sharers shall agree on the allocation of work between job sharers.
- 27.5 The ordinary hours of work of the position shall be fixed in accordance with Clause 18, Hours of Work of this Award.
- 27.6 The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 27.7 In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- 27.8 In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 27.9 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award the provisions of Clause 19, Overtime, shall apply.
- 27.10 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 27.11 Job sharers shall have access to all provisions of this Award including training and development.
- 27.12 Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 27.13 An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 27.14 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 27.15 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- 27.16 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Council.

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## 28. Junior and Trainee Employment

### 28.1 General

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

### 28.2 Junior employment

- 28.2.1 The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).
- 28.2.2 A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- 28.2.3 Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

### 28.3 Trainee employment and apprenticeships

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

### 28.4 School based apprentices

- 28.4.1 The object of sub-clause 28.4. of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001.
- 28.4.2 The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 in accordance with Clause 18, Hours of Work.

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- 28.4.3 For the purpose of subclause (28.4.2), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- 28.4.4 School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- 28.4.5 Except as provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.
- 28.5 Government funded traineeships
- 28.5.1 The objective of sub-clause 28.5 of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
- 28.5.2 The system is neither designed nor intended for those who are already trained and job ready.
- 28.5.3 Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- 28.5.4 Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
- 28.5.5 This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.
- 28.5.6 A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- 28.5.7 The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- 28.5.8 The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 28.5.9 Training shall be directed at:
- 28.5.9.1 The achievement of key competencies required for successful participation in the workplace and / or
- 28.5.9.2 The achievement of competencies required for successful participation in an industry.
- 28.5.10 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- 28.5.11 Sub-clause 28.5 of this clause does not apply to apprentices.
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- 28.5.12 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the Council was bound by this Award.
- 28.5.13 Trainees shall not displace existing employees from employment.
- 28.5.14 Trainees shall only be engaged in addition to existing staff positions and employment levels.
- 28.5.15 The provisions of subclause (28.5.15) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1 / Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at a council.
- 28.5.16 A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- 28.5.17 Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- 28.5.18 Where Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- 28.5.19 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- 28.5.20 The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- 28.5.21 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this Award or any other legislative entitlements.
- 28.5.22 Wages
- 28.5.22.1 The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
- 28.5.22.2 The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

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## 29. Training and Development

- 29.1 The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
- 29.1.1 Developing a more highly skilled and flexible workforce
  - 29.1.2 Providing employees with opportunities through appropriate education and training to acquire additional skills and
  - 29.1.3 Removing barriers to the utilisation of skills in accordance with councils' training plans.
- 29.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:
- 29.2.1 Be consistent with Council's training plan
  - 29.2.2 Enable employees to acquire the range of skills they are required to apply in their positions
  - 29.2.3 Enhance employees' opportunities for mobility through councils' organisation structures, through participation in Councils' training plans.
- 29.3 Training Plan and Budget
- 29.3.1 Council shall develop a training plan and budget consistent with:
    - 29.3.1.1 The current and future skill requirements of Council.
    - 29.3.1.2 The size, structure and nature of the operations of Council.
    - 29.3.1.3 The need to develop vocational skills relevant to Council and the Local Government industry.
  - 29.3.2 In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
  - 29.3.3 The training plan shall be designed in consultation with the consultative committee.
  - 29.3.4 The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
  - 29.3.5 The training plan shall provide for the assessment and recognition of employee's current competencies where possible.
  - 29.3.6 Selection of participants to receive Council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.

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- 29.4 If an employee is required by council to undertake training in accordance with Council's training plan:
- 29.4.1 Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
  - 29.4.2 Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;
  - 29.4.3 Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
  - 29.4.4 Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
  - 29.4.5 Reasonable travel arrangements shall be agreed; and
  - 29.4.6 Where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- 29.5 Council may grant an employee undertaking a course consistent with Council's training plan, although not Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- 29.6 Development of a Competency Based Training System
- 29.6.1 The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
  - 29.6.2 The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
    - 29.6.2.1 That competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
    - 29.6.2.2 That competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
    - 29.6.2.3 That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
    - 29.6.2.4 That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

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### 30. Consultative Committees

#### 30.1 Aim

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

- 30.1.1 Provide a forum for consultation between Council and its employees;
- 30.1.2 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.

#### 30.2 Size and composition

- 30.2.1 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 which are parties to this Award, and such agreement shall not be unreasonably withheld.
- 30.2.2 The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at Council.
- 30.2.3 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.

#### 30.3 Scope of consultative committees

- 30.3.1 The functions of the consultative committee shall include, but is not limited to:
  - 30.3.1.1 Award implementation
  - 30.3.1.2 Training
  - 30.3.1.3 Consultation with regard to organisation restructure
  - 30.3.1.4 Job redesign
  - 30.3.1.5 Salary systems
  - 30.3.1.6 Communication and education mechanisms
  - 30.3.1.7 Performance management systems
  - 30.3.1.8 Changes to variable working hours arrangements for new or vacant positions
  - 30.3.1.9 Local government reform
  - 30.3.1.10 Proposed variations to leaseback vehicle arrangements.

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- 30.3.2 The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 31 Grievance and Disputes Procedures.
- 30.4 Meetings and support services
- 30.4.1 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.
- 30.4.2 The consultative committee shall meet as required
- 30.5 Employee nominations
- Employees shall nominate employee representatives on the Consultative Committee.
- 30.6 Appointment and promotion
- 30.6.1 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
- 30.6.1.1 Request in writing the reasons as to why they were not appointed; and
- 30.6.1.2 Upon such request Council shall provide the reasons in writing.

### 31. Term Contracts

- 31.1 A Council may only employ a person on a term contract of employment in the following situations:
- 31.1.1 For the life of a specific task or project that has a definable work activity, or
  - 31.1.2 To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
  - 31.1.3 To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
  - 31.1.4 To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
  - 31.1.5 To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
  - 31.1.6 To trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
  - 31.1.7 To perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
  - 31.1.8 To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).

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## 32. Grievance and Dispute Procedures

### 32.1 Right to representation

During the procedure, the employee(s) may be represented by their union, or its local representative or other support person; and Council represented by Local Government NSW or other representative.

### 32.2 Delegate access to management

The union delegate where prior approval is sought shall have reasonable opportunity to discuss disputes with management and employees without loss of pay. Such approval will not be unreasonably withheld.

### 32.3 Procedure

A grievance or dispute shall be dealt with as follows:

32.3.1 The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.

32.3.2 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.

32.3.3 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.

32.3.4 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.

32.3.5 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.

### 32.4 Industrial Registrar

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

### 32.5 Status Quo during negotiation

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.

### 32.6 Role of IRC

The Parties agree the powers of the Commission including conciliation and arbitration will be utilised should a dispute remain unresolved.

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### 33. Disciplinary Procedures

#### 33.1 Employee's rights

Notwithstanding the procedures below, an employee shall:

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

#### 33.2 Employer's rights and obligations

Notwithstanding the procedures contained below, Council shall:

- 33.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - 33.2.1.1 Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
  - 33.2.1.2 If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - 33.2.1.3 The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - 33.2.1.4 Council shall not unreasonably refuse an application for paid leave under this provision.
  - 33.2.1.5 By agreement an employee may be transferred to another position or place of work.
- 33.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- 33.2.3 Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.

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- 33.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 35, Termination of Employment of this Award.
- 33.2.5 Be entitled to request the presence of a union representative at any stage.
- 33.3 Procedures
- 33.3.1 Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- 33.3.2 Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- 33.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- 33.3.4 If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- 33.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- 33.3.6 All formal warnings shall be in writing.
- 33.3.7 Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.
- 33.4 Penalties
- After complying with the requirements above, Council may:
- 33.4.1 Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- 33.4.2 Suspend an employee without pay from work for a specified period of time.
- 33.4.3 Terminate the employment of the employee.
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### 34. Work Health and Safety

#### 34.1 Statement of Intent

The parties to the Award are committed to co-operating positively to:

- 34.1.1 promote the safety and welfare of workers and other people in the workplace;
- 34.1.2 Eliminate unsafe work practices; and
- 34.1.3 Ensure that employers and employees understand and comply with their obligations under the Work Health and Safety Act 2011 (NSW), Work Health and Safety Regulation 2011 (NSW) and associated codes of practice.
- 34.1.4 Further information and resources are available from the following organisations:
- 34.1.5 Workcover NSW: [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au)
- 34.1.6 Safe Work Australia: [www.safeworkaustralia.gov.au](http://www.safeworkaustralia.gov.au)

#### 34.2 Accommodation and shelter

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

#### 34.3 Provision of equipment and uniforms

All safety equipment and compulsory uniforms will be provided by Council free of charge and be replaced on the basis of fair wear and tear.

#### 34.4 Inclement weather

Council will provide all employees required to work outdoors in wet weather with suitable wet weather clothing. Council further undertakes to provide gainful employment for staff at all times; and guarantees that no employee will be stood down as a result of inclement weather.

#### 34.5 Specific provisions

- 34.5.1 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.
- 34.5.2 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.
- 34.5.3 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.
- 34.5.4 The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.

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- 34.5.5 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.
- 34.5.6 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- 34.5.7 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 34.5.8 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.
- 34.5.9 In the case of extreme and unusual weather conditions which could be assessed as hazardous council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.
- 34.6 Labour Hire and Contract Businesses
- 34.6.1 For the purposes of this subclause, the following definitions shall apply:
- 34.6.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to Council for the purpose of such staff performing work or services for that other council.
- 34.6.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by 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.
- 34.6.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on Council's premises, Council shall do the following (either directly, or through the agency of the labour hire or contract business):
- 34.6.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 34.6.2.2 Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 34.6.2.3 Provide employees of the labour hire business and/ with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 34.6.2.4 Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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- 34.6.3 Nothing 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.
- 34.6.4 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.
- 34.6.5 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.

### 35. Termination of Employment

35.1 An employee in Operational Band 1 or the Administrative/Technical Trades Band shall give to council 2 weeks' notice of their intention to terminate their employment.

35.2 The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of an employer in subclause (35.5) of this clause.

If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.

35.3 Council and an employee may agree to a shorter period of notice for the purpose of this subclause.

35.4 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, subclause (35.5) shall not apply.

35.5 Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

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

35.6 The provision of this clause shall be read subject to the provisions of Clause 36, Workplace Change and Redundancy, of this Award.

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### 36. Workplace Change and Redundancy

#### 36.1 Council's Duty to Notify

36.1.1 Where Council (the General Manager) has made a decision to introduce major 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 unions to which they belong.

36.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 36.2 Council's Duty to Discuss Change

36.2.1 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 36.1.1 and 36.1.2 of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.

36.2.2 The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 36.1.1 and 36.1.2 of this clause.

36.2.3 For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

#### 36.3 Discussion Before Termination

36.3.1 Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 36.1.1 and 36.1.2 of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.

36.3.2 The discussion shall take place as soon as it is practicable after the Council has made a definite decision which shall invoke the provision of Clause 36.3.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

36.3.3 For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

#### 36.4 Notice to Centrelink

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

#### 36.5 Notice of Termination

36.5.1 Five weeks' notice to terminate or pay in lieu thereof shall be given.

36.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

36.5.2.1 Three (3) months' notice of termination or

36.5.2.2 Payment in lieu of the notice in sub-Clause 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

36.5.2.3 Notice or payment of notice under this Clause shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

#### 36.6 Redundancy

36.6.1 This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

36.6.2 In addition to any required period of notice, and subject to subclause 36.5 of this Clause, the employee shall be entitled to severance pay as follows:

In the event of an employee's service being terminated due to redundancy, Severance Pay shall be calculated on the basis of the following:

Completed Years Service with Council	Entitlement
Less than one year	Nil
One year and less than two years	Five weeks pay
Two years and less than three years	Nine weeks pay
Three years and less than four years	Thirteen weeks pay
Four years and less than five years	Sixteen weeks pay
Five years and less than six years	Nineteen weeks pay
Six years and less than seven years	Twenty two weeks pay
Seven years and less than eight years	Twenty five weeks pay
Eight years and less than nine years	Twenty eight weeks pay
Nine years and less than ten years	Thirty one weeks pay
Ten years and less than eighteen years	Thirty four weeks pay
Eighteen years and thereafter	Two weeks pay per year of service, no maximum

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### 37. Council Agreements

- 37.1 The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- 37.2 The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
- 37.2.1 The extent of the agreement shall be limited to the Award's Clause 12, Payment of Employees; Clause 15 subclause 15.7, Travelling Clause 18, Hours of Work; Clause 19, Overtime, Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
  - 37.2.2 The agreement does not provide less than the entry level rates of pay;
  - 37.2.3 The agreement is consistent with the Industrial Relations Act 1996 (NSW) and current wage fixing principles; and
  - 37.2.4 The agreement shall be processed in accordance with subclause 37.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in Clause 37.2.1 above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- 37.3 A Council Agreement shall be processed as follows:
- 37.3.1 The unions shall be notified prior to the commencement of negotiations;
  - 37.3.2 The agreement has been genuinely arrived at by negotiation without compulsion;
  - 37.3.3 The agreement shall be committed to writing and shall include a date of operation and a date of expiration;
  - 37.3.4 The council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
  - 37.3.5 Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

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### **38. Savings and Transitional**

#### **38.1 No net detriment or reduction in ordinary rate of pay**

No employee shall suffer a net detriment as a result of implementation of this Award nor shall an employee suffer a reduction in their ordinary rate of pay as a result of any transfer to Council's salary system.

##### Salary system implementation

- 38.1.1 The parties are committed to continue the introduction of the GWCC Salary Structure and its associated progression guidelines to be finalised and fully implemented by 1 March 2016.
- 38.1.2 During the transition from the old structure to the new Salary Structure, if the new structure and progressional guidelines have not been implemented and an annual assessment of an employee has not been undertaken by Council, then an employee will be able to progress to the next salary step automatically if the employee has available steps in their range within the old structure. Once an evaluation is complete and if identified that an employee does not meet the progressional criteria then the appropriate training may be undertaken to meet that skill level. GWCC will backdate increases that are determined from the implementation of the Salary Structure to either the appropriate date identified for the utilisation of the Skills, or to the commencement of this Award, whichever is appropriate.
- 38.1.3 The parties to the Award shall be involved in all aspects of the process of developing and implementing the Progressional Guidelines for the Skill Structure. Further variations to the Progression Guidelines will only be effected after consultation with the parties to the Award.

### **39. Employee Loyalty/Attendance Bonus**

#### 39.1 Qualification

39.1.1 An employee must have a Sick Leave balance equal to or greater than the following on the day immediately prior to their anniversary date:

39.1.1.1 38 hour employee - 570 hours

39.1.1.2 35 hour employee - 525 hours

39.1.2 An employee, upon reaching the required minimum balance set out in Subclause 39.1.1.1 or 39.1.1.2 may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement for that year, always ensuring their total bank does not reduce below the required minimum.

#### 39.2 Procedure

39.2.1 A written application is required for all claims to be provided within 30 days after the employee's anniversary date.

39.2.2 If an application is not made within 30 days after their anniversary date the leave entitlement will be credited to the employees balance and no payment request can be made for that year other than by written application to the General Manager.

The payment, when requested within the required time, will be made as a one off payment.

#### **40. Domestic Violence**

Council will include in a policy within the first 12 months after the registration on this Award; a provision for employees of Council affected by Domestic Violence, to be allowed paid time off work in relation to domestic violence.

## ANNEXURE

### TABLE 1 - PAY RATES & ALLOWANCES PER WEEK

#### Part 1 - Pay Rates

Band	Level			Rate per Week (\$) from 1st pay after				
				Salary	1 July 2013	1 July 2014	1 July 2015	1 July 2016
				S40	2,768.87	2,851.93	2,937.49	3,025.62
				S39	2,675.23	2,755.49	2,838.16	2,923.30
				S38	2,584.77	2,662.31	2,742.18	2,824.44
				S37	2,497.36	2,572.28	2,649.45	2,728.93
				S36	2,412.91	2,485.29	2,559.85	2,636.65
				S35	2,331.31	2,401.25	2,473.29	2,547.49
				S34	2,252.48	2,320.05	2,389.65	2,461.34
				S33	2,176.30	2,241.59	2,308.84	2,378.11
				S32	2,102.81	2,165.90	2,230.88	2,297.80
				S31	2,031.61	2,092.56	2,155.34	2,220.00
				S30	1,962.93	2,021.81	2,082.47	2,144.94
				S29	1,896.83	1,953.74	2,012.35	2,072.72
				S28	1,832.36	1,887.34	1,943.96	2,002.27
3	4			S27	1,770.65	1,823.77	1,878.48	1,934.83
				S26	1,718.13	1,769.67	1,822.76	1,877.45
4		1		S25	1,667.07	1,717.08	1,768.60	1,821.65
				S24	1,612.42	1,660.80	1,710.62	1,761.94
				S23	1,560.24	1,607.05	1,655.26	1,704.92
				S22	1,509.41	1,554.69	1,601.33	1,649.37
3			3	S21	1,460.54	1,504.36	1,549.49	1,595.97
				S20	1,406.79	1,448.99	1,492.46	1,537.23
				S19	1,354.16	1,394.78	1,436.63	1,479.73
				S18	1,303.21	1,342.31	1,382.58	1,424.06
2 & 3	3 & 2			S17	1,254.23	1,291.86	1,330.61	1,370.53
				S16	1,209.68	1,245.97	1,283.35	1,321.85
				S15	1,166.93	1,201.94	1,237.99	1,275.13
				S14	1,125.91	1,159.69	1,194.48	1,230.32
				S13	1,086.24	1,118.83	1,152.40	1,186.97
2 & 3		2 & 1		S12	1,047.87	1,079.30	1,111.68	1,145.03
				S11	1,013.19	1,043.59	1,074.90	1,107.14
				S10	978.74	1,008.10	1,038.35	1,069.50
				S9	955.41	984.07	1,013.60	1,044.00
1	4			S8	933.01	961.00	989.84	1,019.53
2			1	S7	923.08	950.78	979.30	1,008.68
				S6	896.60	923.50	951.20	979.74
				S5	867.26	893.27	920.07	947.67
1		3		S4	838.59	863.74	889.66	916.34
				S3	815.58	840.05	865.25	891.21
				S2	792.02	815.78	840.25	865.46
1	2			S1	769.25	792.32	816.09	840.58

1	T10			T10	956.24	984.93	1,014.48	1,044.91
	T9			T9	923.08	950.78	979.30	1,008.68
	T8			T8	883.86	910.38	937.69	965.82
	T7			T7	844.59	869.93	896.02	922.91
	T6			T6	806.77	830.98	855.90	881.58
	T5			T5	749.94	772.43	795.61	819.47
	T4			T4	654.89	674.54	694.77	715.61
	T3			T3	560.01	576.81	594.12	611.94
	T2			T2	476.02	490.30	505.01	520.16
	T1			T1	381.31	392.75	404.53	416.67

**Part 2 - Allowances**

	Rate per Week (\$) from 1st pay after			
	1 July 2013	1 July 2014	1 July 2015	1 July 2016
Arranged & Emergent Work Treatment Plants	237.67	244.80	252.15	259.71
On Call - per week	405.59	417.76	430.29	443.20
Duty Officer - per week	648.86	668.33	688.38	709.03
Duty Officer - "Second Call" - per week	50.71	52.23	53.80	55.41
Meal Allowance - per meal	22.44	23.12	23.81	24.52
Disability Allowance (cl 16.3.1) - per hour	0.37	0.38	0.39	0.40
Disability Allowance (cl 16.3.2) - per hour	0.63	0.65	0.67	0.69