CROWN EMPLOYEES (TRADES ASSISTANTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 2016/00006281)

Before Commissioner Stanton 2 August 2016

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Hours - Day Workers
2.	Wages
3.	Mixed Functions
4.	Special Rates
5.	Overtime
6.	Shiftwork
7.	Holidays and Sunday Work
8.	Payment of Wages
9.	Contract of Employment
10.	Distant Work
11.	Special Conditions
12.	Hygiene and Safety First-Aid Outfit
13.	Conveniences
14.	Damage to Clothing or Tools
15.	Special Clothing
16.	Excess Fares and Travelling Time
17.	Expense Related Allowances
18.	Exhibition of Award
19.	Dispute Resolution Procedures
20.	Family and Community Service/Personal Carer's Leave
20A.	Leave for Matters Arising from Domestic Violence
21.	Parental Leave
21A.	Lactation Breaks
22.	Anti-Discrimination
23.	Picnic Day
24.	General Leave Conditions and Accident Pay
25.	Union Delegate
26.	Deduction of Union Membership Fees
27.	Secure Employment
28.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages
Table 2 - Other Rates and Allowances

PART A

1. Hours - Day Workers

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

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

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

1.4 Where the fourth Monday or agreed rostered day off falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.

1.5 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

1.6 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.

1.7 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 5, Overtime, if required by the employer to work on an accrued rostered day off. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.

1.8 Where an employee works on their rostered day off in accordance with subclause 1.8, the employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

1.9 A paid rest period of ten minutes shall be provided between 9 a.m. and 11 a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

2. Wages

The ordinary rates of pay for employees under this award shall be as set out in Table 1 of Part B of this award. These rates will be adjusted in accordance with variations of the *Crown Employees (Public Sector – Salaries 2016) Award* or any replacement award.

3. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on temporary assignment, they shall be entitled to an allowance or rate allowance for the whole of such day or shift. If the temporary assignment is undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked.

4. Special Rates

In addition to the wages prescribed in clause 2 Wages, the following special rates and allowances shall be paid to employees, and will be adjusted in accordance with variations of the *Crown Employees (Public Sector - Salaries2016) Award* or any replacement award:

4.1 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 1 of Part B, Table 2. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.

4.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 2 of Part B, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

4.3 Dirty Work - Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 3 of Part B, Table 2.

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

4.4 Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 4 of Part B, Table 2. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Regulation 2011*.

4.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 5 of Part B, Table 2. In places where the temperature exceeds 54 degrees Celsius, such employees shall be paid the allowance rate specified in Item 5 of Part B, Table 2.

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

4.6 Insulation Material - An employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, shall be paid the allowance rate specified in Item 6 of Part B, Table 2. If the insulating material is silicate, they shall be paid an extra hourly amount also set out in Item 6. This additional allowance shall apply whether the employee is actually handling such material or not, if the insulating material includes granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.

4.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Part B, Table 2.

4.8 Wet Places -

(i) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 8 of Part B, Table 2. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.

(ii) An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 9 of Part B, Table 2.

(iii) An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 10 of Part B, Table 2. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

4.9 Acid Furnaces, Stills, etc - A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 11 of Part B, Table 2.

4.10 Towers Allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rate specified in Item 12 of Part B, Table 2, for all work above fifteen metres.

4.11 Depth Money - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 13 of Part B, Table 2.

4.12 Swing Scaffolds - The allowance rate specified in Item 14 of Part B, Table 2, for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:

(i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.

(ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 14 of Part B, Table 2.

An employee shall not be required to raise or lower a swing scaffold by themselves.

4.13 Septic Tanks - If an employee is required to work in a septic tank in operation he/she shall be paid an additional amount set out in Item 15 of Part B, Table 2 per day or part of a day.

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

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

4.16 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 16 of Part B, Table 2.

4.17 Distant Places -

(i) All employees working in districts west and north of and excluding:

(a) State Highway No. 17 from Tocumwal to Gilgandra;

(b) State Highway No. 11 from Gilgandra to Tamworth;

(c) Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 17 of Part B, Table 2.

(ii) All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 17 of Part B, Table 2.

(iii) All employees working within the area bounded by and inclusive of:

(a) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale;

(b) on the Snowy Mountain Highway at Adaminaby to Blowering;

(c) from Blowering southwest to Welaregang and on the Murray River;

(d) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 17 of Part B, Table 2 extra per day or part thereof.

4.18 Applying Obnoxious Substances -

(i) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 18 of Part B, Table 2.

(ii) In addition, employees applying such material in buildings, which are normally air-conditioned, shall be paid the allowance rate specified in Item 18 of Part B, Table 2.

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

(iv) Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 18 of Part B, Table 2.

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

4.19 Foundry Allowance - Employees, whilst employed in a foundry, shall be paid an allowance as set in item 19 of Part B, Table 2 for each hour worked to compensate for all disagreeable features associated with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed shall be in lieu of any payment otherwise due under this clause.

4.20 Asbestos Eradication -

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

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

All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Regulation 2011*

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 20 of Part B, Table 2. This is in lieu of special rates as prescribed in Clause 4 Special Rates, with the exception of subclauses 4.1 cold places; 4.5 hot places; 4.12 swinging scaffolds.

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

5. Overtime

5.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in Clause 1, Hours - Day Workers, for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 5.2 of this clause, in computing overtime each day's work shall stand alone.

5.2 Rest Period after Overtime: Following completion of overtime, an employee shall either:

(i) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,

(ii) If required to resume or continue working without having had a break of 10 consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.

(iii) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

(c) where a shift is worked by arrangement between the employees themselves.

5.3. Call Back -

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

(a) in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours; or

(b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 5.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

(iii) If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 21 of Part B, Table 2 and allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

5.4 Saturday Work - Five Day Week -

A day worker on a five-day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 1.10 of Clause 1, Hours - Day Workers.

5.5 Standing By -

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

5.6 Meal Hours - General -

Except as provided in subclause 5.7, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates shall be paid for work done during meal hours and thereafter until a meal break is allowed. An employee shall not be compelled to work for more than six hours without a break for a meal.

5.7 Meal Hours - Maintenance Employees, Concrete Pours, etc -

(i) Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 5.6.

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

5.8 Tea Money -

Tea Money - An employee required to work overtime shall be paid the amount set out in item 21 of Part B, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in item 21 of Part B, Table 2 for Meal Allowance Each Subsequent Meal shall be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

5.9 Transport of Employees -

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

5.10 Compulsory Overtime -

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

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

(b) any risk to employee's health and safety,

(c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

(d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or

(e) any other relevant matter.

5.11 Cribs -

(i) An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 1, Hours, Day Workers and Clause 6, Shiftwork.

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

5.12 Limitation of Overtime -

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

6. Shift Work

6.1 Definitions - For the purpose of this clause:

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

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

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

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

6.2 Hours - General -

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

(ii) Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7, Holidays and Sunday Work, shall be regarded as shifts worked for accrual purposes.

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

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

(v) Where an employer, for emergency reasons requires an employee to work on their rostered day off, the terms and conditions prescribed in subclauses 1.8 and 1.9 of Clause 1 Hours - Day Workers, shall apply.

6.3 Hours - Continuous Work Shifts - This subclause shall apply to shift workers on continuous work -

(i) The ordinary hours of such shift workers shall not exceed -

(a) eight in any one day; nor

(b) forty-eight in any one week; nor

(c) eighty-eight in fourteen consecutive days; nor

(d) one hundred and fifty two in twenty-eight consecutive days.

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

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

(b) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours;

(c) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

6.4 Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work. The ordinary hours of such shift workers shall not exceed -

(i) forty in any week to be worked in five shifts of eight hours Monday to Friday, inclusive; or

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

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

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

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

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

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

6.7 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for such shifts.

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

An employee who:

(i) during a period of engagement on shifts, works night shift only; or

(ii) remains on night shift for a longer period than four consecutive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each shift cycle;

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

Notwithstanding anything elsewhere contained in this subclause, employees of the Department of Education who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week shall be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the employee shall be paid 20 per cent more than the ordinary rates for such shift.

6.8 Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 6.7 of this clause.

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

6.10 Sundays and Holidays -

(i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one-half.

(ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 7, Holidays and Sunday Work. Where shifts commence between 11 pm and midnight on a Sunday or a holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

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

7. Holidays and Sunday Work

7.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.

7.2 Except as provided in subclause 6.10 Sundays and Holidays of Clause 6, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until relieved from duty.

7.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.

7.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.

7.5 Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee who works on either the day preceding or succeeding the holiday, but not on both, shall be entitled to payment for the holiday closest to the said day. No payment shall be made if the employee has ceased work without permission on either of the said days.

7.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.

7.7 The provisions of subclause 1.10 of clause 1, Hours - Day Workers, of this award, shall apply to employees working on Sundays and Holidays.

8. Payment of Wages

8.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.

8.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.

8.3 The employer shall not keep more than 3 days pay in hand.

8.4 Upon termination of employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed as provided for in Clause 9, Contract of Employment, the employer shall provide all monetary entitlements within 48 hours according to the usual method of payment.

9. Contract of Employment

9.1 Weekly Employment - Except as otherwise provided, employment shall be by the week.

9.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases the wages shall be paid up to the time of dismissal only.

Where an employee has given or been given notice, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

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

9.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the employer cannot reasonably be held responsible for. This is not including time lost for wet weather.

9.4 An employee (other than an employee who has given or received notice in accordance with subclause 9.2) not attending for duty shall, except as provided by clause 7, Holidays and Sunday Work, receive no payment for the actual time of such non-attendance.

9.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.

9.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

10. Distant Work

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

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

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

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

(i) leaves their employment of their own free will; or
(ii) is discharged for misconduct

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

10.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 22 of Part B, Table 2.

10.5 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 23 of Part B, Table 2. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance shall be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 23 of Part B, Table 2.

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

10.7 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 10.5 and 10.6 of this clause shall not apply.

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

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

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

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

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 24 of Part B, Table 2 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

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

10.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 25 of Part B, Table 2 on each occasion they return home - provided they:

(i) work as required during the ordinary working hours, and
(ii) work on the working day both before and after a weekend, and

(iii) notify the employer no later than the Tuesday of each week, and

(iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 10.7, for the day or days on which they are absent.

10.9 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 23 of Part B, Table 2 in lieu of board and lodging being provided by the employer.

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

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

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

10.13 The employer shall obtain and the applicant shall provide the employer with a statement in writing of their usual place of residence.

10.14 The employee shall inform the employer in writing, of any subsequent change in their usual place of residence.

11. Special Conditions

11.1 Employees engaged installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.

11.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the *Work Health and Safety Regulation 2011*, shall be complied with.

11.3 Employees working in battery room or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the Department of Health for disinfecting clothing, while in use and before being issued to another person.

11.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

11.5 X-ray - an employee working in an infectious area of a hospital or home shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment in such hospital or home, whichever is the sooner.

12. Hygiene and Safety First-Aid Outfit

12.1 The employer shall provide and maintain at the place of work an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*

12.2 In the event of any accident happening to any employee whilst at work or going to or from work where the employee is so seriously injured that they cannot travel by their own means, the employer shall provide transport facilities free of charge to the nearest hospital or doctor.

12.3 At a place of work where fifty or more persons are employed, the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she shall be paid an additional rate as set in Item 26 of Table 2, Part B.

13. Conveniences

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

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

(ii) the walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

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

(iv) a fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience.

The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

13.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.

13.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.

13.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.

13.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible for employees.

13.6 The employer shall provide for employees an adequate supply of cool, clean drinking water.

14. Damage to Clothing Or Tools

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

15. Special Clothing

15.1 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.7 Smoke-boxes, etc., of clause 4 Special Rates.

15.2 If, in the course of employment, an employee is required to use muriatic acid they shall be provided with protective clothing.

15.3 The employer shall supply to employees rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.

15.4 When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the New South Wales Department of Health.

16. Excess Fares and Travelling Time

16.1 An employee who is required by their employer to work at a job away from their accustomed workshop or depot shall report for work at that job at their usual starting time. For each day spent on such work, employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.

16.2 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. The maximum travelling time to be paid for shall be twelve hours out of every twenty-four.

17. Expense Related Allowances

The Expense Related Allowances set out in Table 2, of Part B of this Award (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the *Crown Employees (Skilled Trades) Award* or any replacement award.

18. Exhibition of Award

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

19. Dispute Resolution Procedures

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

19.1 Procedure relating to a grievance of an individual employee:

(i) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer to discuss the grievance and state the remedy sought.

(ii) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

(iii) Reasonable time limits must be allowed for discussion at each level of authority.

(iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

(v) While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.

(vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

19.2 Procedure for a dispute between an employer and the employees:

(i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

(ii) Reasonable time limits must be allowed for discussion at each level of authority.

19.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

19.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

19.5 Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales by any of the parties.

20. Family and Community Service/Personal Carer's Leave

20.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

(i) a spouse of the employee; or

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

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

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

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

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

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

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

20.2 Family and Community Service Leave

(i) The employer may grant family and community service leave to an employee:

(a) for reasons related to the family responsibilities of the employee, or

(b) for reasons related to the performance of community service by the employee, or

(c) in a case of pressing necessity

Family and Community Service Leave replaces Short leave.

(ii) The maximum amount of family and community service leave on full pay that may be granted to an employee is:

(a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or

(b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.

(iii) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

(iv) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in subclause 20.1.

20.3 Use of sick leave to care for a sick dependant - general -

When family and community service leave, as outlined in subclause 20.2 is exhausted, the sick leave provisions under subclause 20.4 may be used by an employee to care for a sick dependant.

20.4 Use of sick leave to care for a sick dependant - entitlement -

(i) The entitlement to use sick leave in accordance with this clause is subject to:

(a) the employee being responsible for the care and support of the person concerned, and

(b) the person concerned being as defined in subclause 20.1.

(ii) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.

(iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

(iv) In special circumstances, the employer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 20.4(iii).

(v) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.

(vi) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.

(vii) Wherever practicable, the employee shall give the employer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the employer beforehand, notification should be given by telephone at the first opportunity on the day of absence.

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

20.5 For Department of Education employees assigned to work at TAFE premises, the provisions of TAFE Determination No. 1 of 1997 - Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Service Entitlements - Non-Teaching/Educational Staff shall apply.

20A Leave for Matters Arising from Domestic Violence

20A.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act* 2007;

20A.2 Leave entitlements provided for in clause 20, Family and Community Service/Personal Carer's Leave, may be used by an employee experiencing domestic violence;

20A.3 Where the leave entitlements referred to in sub clause 20A.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;

20A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;

20A.5 Personal information concerning domestic violence will be kept confidential by the agency;

20A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

21. Parental Leave

For employees covered by this award, the following provisions in respect of parental leave shall apply:

21.1 Employees engaged pursuant to the *Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, or any replacement award.

21.2 Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Uniform Leave Conditions.

21.3 Employees of the Department of Education assigned to work at TAFE premises, the Department of Education policies in regard to parental leave.

21A. Lactation Breaks

21A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.

21A.2 A full time employee or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

21A.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

21A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.

21A.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

21A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.

21A.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

21A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or access to flexible working hours or make up time in their workplace, where applicable.

22. Anti-Discrimination

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

22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

22.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

22.4 Nothing in this clause is to be taken to affect:

(i) any conduct or act which is specifically exempted from anti-discrimination legislation;

(ii) offering or providing junior rates of pay to persons under 21 years of age;

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

(iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

22.5 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.

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

Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

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

23. Picnic Day

23.1 The first Monday in December of each year shall be the Union Picnic Day.

23.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half, for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on a picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.

23.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.

23.4 Where an employer holds a regular picnic for employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

23.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.

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

24. General Leave Conditions and Accident Pay

24.1 General leave conditions and accident pay of employees engaged by Government departments under the provisions of the *Government Sector Employment Act -2013* shall be bound by the Government Sector Employment Regulation 2014. For Department of Education employees assigned to work at TAFE premises, general leave conditions and accident pay will be regulated by Department of Education policies on these issues.

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

25. Union Delegate

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

26. Deduction of Union Membership Fees

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

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

26.3 Subject to 26.1 and 26.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

26.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

26.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

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

27. Secure Employment

27.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in

particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

27.2 Casual Conversion

(i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(iii) Any casual employee who has a right to elect under paragraph 27.2(i), upon receiving notice under paragraph 27.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 27.2(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 27.2(iii), discuss and agree upon:

(a) whether the employee will convert to full-time or part-time employment; and

(b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act* 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(ix) Exemption

The abovementioned casual conversion clause will not apply to persons who:

(a) perform work for the Public Service Departments as defined in Part 1of the *Government Sector Employment Act* 2013; or

(b) have their conditions of employment regulated by the:

i. *Police Act* 1990;

ii. *Technical and Further Education Commission Act* 1990;

iii. *Casino Control Act* 1992;

iv. *Independent Commission Against Corruption Act* 1988.

27.3 Work Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

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

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

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

(a) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;

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

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

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

(iii) Nothing in this subclause 27.3 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.

27.4 Disputes Regarding the Application of this Clause

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

27.5 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 Services to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

28. Area, Incidence and Duration

28.1 This award shall apply to all employees of the classes specified in clause 2, Wages, of this award who are employed in agencies to which Schedule 1 Public Service agencies of the *Government Sector Employment Act 2013* applies, including Department of Education employees assigned to work at TAFE premises; or engaged under Ministerial authority in Government and quasi-government bodies. It shall not apply to those persons employed under the above provisions that are employed in Broken Hill.

28.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.

28.3 Changes made to this award subsequent to it first being published on 14 March 2008 (365 I.G. 155) have been incorporated into this award as part of the review.

PART B

MONETARY RATES

Table 1 - Wages

Trades Assistants	
Classification and Grades	1.7.16 Per week 2.50% $
Blacksmith's striker	894.40
Cold saw operator	901.40
Driller (stationary machines)	894.40
Dresser and grinder (portable machines)	910.10
Dresser, shot blast or sand blast- (a) who operates from outside a properly enclosed cabin (b) other	 901.40 940.20
Dogman and/or crane chaser	910.10
Forger's assistant	894.40
Fork Lift Driver (TAFE)	964.10
Assistant Furnaceperson	901.40
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	894.40
General assistant, other (TAFE)	886.70
General assistant/tool storeperson assisting tradespersons or employed in a metal and or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	910.10
General assistant/tool storeperson, other (less than 20hpw toolstore duties (TAFE)	939.70
Hammer driver	901.40
Heat treater operative	910.10
Machinist second class (Metal Trades)	949.40
Operator of straight line oxy-acetylene Cutting machine	910.10
Pipe fitter	949.40

Rigger and/or splicer (other than construction work)	980.40
Rigger and/or splicer (construction work)	998.70
Spray painter (ironwork) and/or brush hand	910.10
Tool and/or material storeman	940.20
Tool Storeperson (Classroom only, TAFE)	949.40
Trades assistant (Metal Trades)	894.40
Trades assistant (Electrical Trades)	918.70
Trades assistant	901.40
Cupola furnaceperson (foundries)	949.40
Allowances: Cold Places per hour	 0.77
Confined Spaces per hour	0.97
Dirty Work per hour	0.77
Height Money per hour: - At a height of 7.5 m - For every additional 3m	 0.77 0.23
Hot Places per hour: - 46C-54C - Above 54C	 0.77 0.97
Insulation Material per hour: - Pumice or other recognised insulator - Silicate	 0.77 0.97
Smoke Boxes etc per hour: - Working on repairs to smoke boxes, furnaces etc - Working on repairs inside oil-fired boilers	 0.50 1.92
Wet Places per hour	0.77
Working on a boat or punt per day	2.99
Working knee deep in mud or water per day	6.12
Acid, furnaces, stills, etc per hour	3.94
Towers per hour	0.77
Depth money per hour	0.77
Swing Scaffolds: - First four hours (fixed rate) - Each hour thereafter - Solid plasterers per hour	 5.71 1.16 0.23
Septic Tanks per day	9.19
Distant Places per day: - Area re paragraph 4.17.1 - Area re paragraph 4.17.2 - Area re paragraph 4.17.3	 1.51 2.45 2.45
Epoxy Materials per hour - Applying to air-conditioned buildings per hour - Employees in close proximity per hour	0.97 0.67 0.77
Foundry per hour	0.57
Asbestos Eradication per hour	2.58
First Aid per day	3.38

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description Allowance	As at 1/7/15
1	4.1	Cold places	0.75 per hour
2	4.2	Confined spaces	0.95 per hour
3	4.3	Dirty work	0.75 per hour

4	4.4	Height money at a height of 7.5 metres for every additional 3 metres	 0.75 per hour 0.22 per hour?
5	4.5	Hot places : 46 C - 54 C Above 54 C	 0.75 per hour 0.95 per hour
6	4.6	Insulation material Pumice or other recognised insulator Silicate	 0.75 per hour 0.95 per hour
7	4.7	Smoke boxes, etc., : Working on repairs to smoke boxes, furnaces, etc. Working on repairs inside oil-fired boilers	 0.49 per hour 1.87 per hour
8	4.8 (i)	Wet places	0.75 per hour
9	4.8 (ii)	Working on a boat or punt	2.92 per day
10	4.8 (iii)	Working knee deep in mud or water	5.97 per day
11	4.9	Acid, furnaces, stills, etc.,	3.84 per hour
12	4.10	Towers	0.75 per hour
13	4.11	Depth money:	0.75 per hour
14	4.12	Swing scaffolds allowance: First four hours Each hour thereafter Solid plasterers	 5.57 fixed rate 1.13 per hour 0.22 per hour?
15	4.13	Septic tanks	8.97 per day
16	4.16	Explosive powered tools allowance	1.82 per day
17	4.17	Distant places: Area described in paragraph 4.17.1 Area described in paragraph 4.17.2 Area described in paragraph 4.17.3	 1.47 per day 2.39 per day 2.39 per day
18	4.18 (i) 4.18 (ii) 4.18 (iv)	Epoxy materials: Applying to air-conditioned buildings Employees in close proximity	0.95 per hour 0.65 per hour 0.75 per hour
19	4.19	Foundry per hour	0.56 per hour
20	4.20	Asbestos eradication	2.52 per hour
21	5.3 / 5.8	Meal allowance Meal allowance each subsequent meal	14.70 12.60
22	10.4	Distant work - Expenses of reaching home and of transporting tools from distant work	22.90 per day
23	10.5	Distant work - Board and lodging allowance	496.70 per week
24	10.7	Camping allowance	28.50 per day
25	10.8	Return home at weekend allowance	39.30 per occasion
26	12.3	First Aid Allowance	3.30 per day

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.