

**CROWN EMPLOYEES (NEW SOUTH WALES DEPARTMENT OF FAMILY AND COMMUNITY SERVICES) RESIDENTIAL CENTRE SUPPORT SERVICES STAFF AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 667 of 2015)

Before Commissioner Stanton

17 November 2015

**REVIEWED AWARD**

**PART A**

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**MONETARY RATES**

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**1. Definitions**

"Act" means the *Government Sector Employment Act 2013* and its Regulations.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Casual Employee" means any employee engaged pursuant to section 42 (c) of the *Government Sector Employment Act 2013* and its Regulations or Rules thereof or as amended from time to time.

"Chef"

Hunter Residences:

'Head Chef' means a food production manager who has overall responsibility for food preparation and the supervision of other staff involved in food preparation, timetabling for blast chilling, food banking, despatch and quality assurance in a cook/chill operation.

'Chef' means a person responsible for all facets of food preparation and compliance with quality assurance requirements in a cook/chill operation.

Metro Residences:

'Head Chef' means a person responsible for the overall food preparation and the supervision of staff involved in food preparation, requisitioning and storage of stores requires for the food preparation and serving of meals and quality assurance in a large cook fresh kitchen.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation and in the day to day supervision of staff involved in all aspects of food preparation including cleaning and food dispatch.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation in a large cook fresh kitchen.

Other Residences:

'Head Chef' means a person who is responsible for the overall operations of a kitchen including cooking, cleaning, ordering of stores, storage of food supplies and supervision of other staff.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation on a day to day basis.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation.

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

"Department" means the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.

"Department Head" means the Secretary of the Department of Family and Community Services

"Large Residential Centre" or "LRC" means a Centre operated by the Department where direct care services are provided to developmental disability clients in other than a Community Residential Centre.

"Service" means continuous years of service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Shift Worker" means a worker who is not a day worker as defined.

"Services Support Officer" -

"Services Support Officer, Grade 1" means a staff member appointed as such who is required to perform any or all of the following duties: general cleaning duties and other duties of a household-chore type, laundry duties using domestic machinery, and seamstress duties.

"Services Support Officer, Grade 2" means a staff member appointed as such who is required to perform, in addition to the duties appropriate to a Services Support Officer Grade 1, any or all of the following duties: high cleaning, outside cleaning, stripping and/or sealing of floors, operation of industrial/commercial type washing machines, sanitising of equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds.

"Services Support Officer, Grade 3" means a staff member appointed as such who is required to perform duties associated with maintaining a stores or supplies area, or undertake handyman type duties or regularly assisting trades staff.

"Staff member" means a staff member or temporary employee as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time staff.

## **2. Salaries**

Rates of pay and allowances payable to staff members employed under this award shall be those as set out in Part B, Monetary Rates.

The salary rates in Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement award.

Staff members employed in a position covered by the classification of Services Support Officer and who were in receipt of salaries other than those prescribed in Part B, Monetary Rates, for that classification as at 19 April 1999 shall continue to receive the salaries specified in Schedule D - Salary Arrangements of Existing Staff Members, Services Support Officer, of the said Part B.

No future appointments are to be made to the classifications in Schedule D.

## **3. School Based Apprentices**

### **(i) Definition**

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

### **(ii) Wages**

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

(b) For the purposes of paragraph (ii)(a) of this clause, 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.

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

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

### **(iii) Progression through the Wage Structure**

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

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

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

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

(v) Conditions of Employment

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

#### **4. Higher Duties Allowance**

(i) The provisions relating to Temporary Assignment Allowance from the Government Sector Employment Act 2013 will apply.

(ii) In instances where staff members are required to perform the duties of a higher classification for less than 5 consecutive days:

(a) For a minimum of a full shift.

(b) In a position which management assess as essential for the operation of the facility and maintenance of direct client services. Such assessment is to be made on an incident basis.

The staff member shall be paid an allowance at the rate equivalent to the difference between the staff member's salary and the minimum rate applicable to the higher classification for such time so spent on a daily, or full shift basis.

(iii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of his/her allocated day off duty as a consequence of working a 38 hour week.

(iv) A Services Support Officer, Grade 1 or Grade 2, called upon to work as a Chef shall:

(a) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the whole day where the period of relief is for four hours or more;

(b) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the actual period of relief where such period exceeds one hour but is less than four hours;

(c) not be paid any allowance where the period of relief is for one hour or less.

#### **5. Hours**

(i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Any positions that operate under a 35-hour week prior to the making of this award will remain as such under this award.

(ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.

(iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such rostered days off duty shall be consecutive.

- (iv) The hours of work prescribed in subclauses (i), (ii) and (iii) of this clause shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his or her ordinary hours of work on not more than 19 days in the cycle.

The hours worked on each of those days shall be arranged to include a proportion of one hour (such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked, and 0.5 of one hour for each ten-hour shift worked), which shall accumulate towards the staff member's allocated day off duty on pay.

- (v) Each staff member shall be entitled to 12 allocated days off per annum.
- (vi) The staff member's allocated day off duty, prescribed in subclause (iv) of this clause, shall be determined having regard to the needs of the LRC thereof. Where practicable, such allocated day off duty shall be consecutive with the rostered days off duty prescribed by subclause (iii) of this clause.
- (vii) Once set, the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (viii) There shall be no accrual of credit towards an allocated day off duty for ordinary recreation leave taken in accordance with clause 12, Recreation Leave. However, where a staff member has accumulated sufficient time to take his/her allocated day off duty prior to entering on recreation leave, and that day would have been taken if the staff member had not gone on recreation leave, it shall be allowed to the staff member on the first working day immediately following the period of leave.

Where a staff member has not accumulated sufficient time for an allocated day off duty prior to entering on recreation leave, time in credit shall count towards taking the next allocated day off duty falling in sequence, after the staff member has returned to duty.

- (ix) A staff member entitled to allocated days off duty, in accordance with subclause (iv) of this clause, shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where a staff member's allocated day off duty falls during a period of sick leave, the staff member's available sick leave shall not be debited for that day.
- (x) Where a staff member's allocated day off duty falls due during a period of workers' compensation, the staff member on returning to duty, shall be given the next allocated day off in sequence.
- (xi) Where a staff members allocated day off duty falls on a public holiday as prescribed by clause 13, Public Holidays, the next working day shall be taken in lieu thereof.
- (xii) All time between the rostered starting and ceasing times each day shall be paid for as working time, other than for one rostered meal break of no less than 30 minutes and no more than one hour. Provided that in any cases where the employer determines that the needs of the residents are such that staff members cannot be permitted to leave the employer's premises during any meal break, any time allowed for the partaking of a meal on the employer's premises shall be regarded as working time.
- (xiii) A period of 20 minutes shall be allowed to staff members for a morning or afternoon tea break and such period shall be included in the ordinary hours of work. Time taken for such breaks shall be without interruption to service.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts or a break equal in length to the shift previously worked, whichever is greater.
- (xv) The ordinary hours of work for a part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclauses (ii) and (iv) of this clause, with a minimum of three consecutive hours. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be

no interruption to the continuity of employment merely by reason of a staff member working on a "week-on, week-off" basis in accordance with this subclause.

## **6. Roster of Hours**

- (i) The ordinary hours of work for each staff member shall be displayed on a roster in a place conveniently accessible to staff members. Where reasonably practicable, such roster shall be displayed two weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided, that this provision shall not make it obligatory for the Department to display any roster of ordinary hours of work of members of the relieving staff.

Provided further, that a roster may be altered at any time to enable the operation of the LRC to be carried on where another staff member is absent from duty on account of illness or in an emergency, but where any such alteration involves a staff member working on a day which would have been their rostered day off, such time worked shall be paid for at overtime rates.

Furthermore, where a change in roster occurs with less than 24 hours notice to the staff member affected, all time worked outside that shown on the staff member's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Rosters providing for shift work at a location that is normally a day-work operation shall not be introduced until such time as the proposals relating thereto are conveyed to the Department for its approval and the opportunity has been given to the Association to discuss the matter with the Department and the LRC concerned.
- (iii) The additional allocated days off duty in accordance with clause 5, Hours, are to be shown on the roster of hours for each staff member .
- (iv) Any change in the displayed roster must be notified verbally or in writing to the staff member concerned.
- (v) The working of more than seven consecutive shifts by staff members is prohibited except where a staff member makes a special request which is agreed to by the Department.

## **7. Part-Time Staff Members**

- (i) A part-time staff member is one who is permanently appointed to work a specified number of hours, which are less than the full-time hours, per week.
- (ii) Staff members engaged pursuant to subclause (i) of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in this award, with a minimum of three hours for each start.

In an emergency a part-time staff member may be allowed to work more than their specified number of hours and up to the specified full-time hours for the position and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (ii) of this clause, plus 4/48ths in lieu of recreation leave for each additional hour worked.

Part-time staff members are entitled to payment of overtime in accordance with the provisions of clause 9, Overtime.

- (iii) Part-time staff members shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

## **8. Conditions Relating to Payment of Allowances for Work Performed at Weekends**

- (i) In addition to the rates prescribed by Part B, Monetary Rates, staff members included in Schedule A - Rates of Pay, shall be paid for all time other than overtime worked:

(a)

- (1) on afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m., at the rate of ten per cent extra;
- (2) on afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m., at the rate of 12.5 per cent extra;
- (3) on night shift commencing at or after 4.00 p.m. and before 4.00 a.m., at the rate of 15 per cent extra;
- (4) on night shift commencing at or after 4.00 a.m. and before 6.00 a.m., at the rate of ten per cent extra;

(b)

- (1) between midnight Friday and midnight Saturday, at the rate of half time extra;
- (2) between midnight Saturday and midnight Sunday, at the rate of three quarter time extra;

provided that these weekend rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraph (a) of this subclause.

- (ii) In calculating overtime rates, the allowances referred to in subclause (i) of this clause shall be disregarded.

## **9. Overtime**

- (i) Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that all overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (ii) A staff member recalled to work overtime after leaving the employer's premises (where notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, staff members 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 shall not apply in cases where it is customary for a staff member to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (iii) When overtime work is necessary it shall be so arranged that staff members have at least eight consecutive hours off duty between the work on successive days or shifts.
- (iv) When a staff member works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the LRC to the staff member's home, with a maximum payment of one hour.

This subclause shall not apply in the case of a call back nor where the staff member has his/her own vehicle available for conveyance home.

(v)

- (a) All time worked by part-time staff members in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time staff members employed on that shift in the unit concerned, or, where there is no such majority of full-time staff members employed on that shift

in the LRC concerned, all time in excess of eight hours per day, shall be paid for at the applicable overtime rates.

- (b) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time staff members employed on that shift in the unit concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (c) All time worked by part-time staff members in excess of the hours prescribed for a full-time staff member in clause 5, Hours, shall be paid for at overtime rates.
- (vi) Subject to subclause (vii) of this clause a staff member may be directed by the Department Head to work overtime.
- (vii) A staff member may refuse to work overtime where the working of such overtime would result in the staff member working hours which are unreasonable.
- (viii) For the purpose of subclause (vii) of this clause, what is unreasonable or otherwise will be determined having regard to;
  - (a) any risk to staff member's health and safety;
  - (b) the staff member's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
  - (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
  - (d) the notice (if any) given by the employer of the overtime and by the staff member of his or her intention to refuse it; and
  - (e) any other relevant matter.

#### **10. Uniforms**

- (i) Sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each staff member required to wear them; provided that any staff member to whom a new uniform or part thereof has been supplied by the Department who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) A staff member on leaving the Department shall return any uniform or part thereof supplied by the Department which is still in use by that staff member immediately prior to leaving.
- (iii) If the uniform of a staff member is not laundered at the expense of the Department, an allowance, as prescribed in Schedule B - Special Allowances, of Part B, Monetary Rates, shall be paid to such staff member .
- (iv) The allowance referred to in subclause (iii) of this clause is payable to full-time and part-time staff members but shall not be payable to casual employees.
- (v) Each staff member whose duties require them to work in rain shall be supplied with suitable protective clothing, where necessary.
- (vi) Each staff member whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

#### **11. Notice Board**

The LRC shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Association representatives shall be permitted to post Association notices.



## 12. Recreation Leave

- (i) All staff members are entitled to four weeks leave per annum.
- (ii)
  - (a) Full-time and part-time staff members who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for recreation leave purposes shall be entitled to receive additional recreation leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during qualifying period of employment for Recreation Leave purposes	Additional Recreation Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

For part-time staff members , the "days" referred to in the above table will be equivalent to their pro rata contracted hours.

Provided that a staff member entitled to additional recreation leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Provided further that on termination of employment staff members shall be entitled to payment for any untaken recreation leave due under this subclause, together with payment for any untaken leave in respect of an incomplete year of employment, calculated in accordance with this subclause.
- (iii) A shift worker, as defined in clause 1, Definitions, shall be paid whilst on recreation leave their ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if they had not been on recreation leave.

Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of recreation leave or for days which have been added to recreation leave in accordance with the provisions of clause 13, Public Holidays.

- (iv) Staff members shall be entitled to an annual leave loading of 17.5 per cent or shift penalties as set out in subclause (iv) of this clause, whichever is the greater, on up to four weeks recreation leave for non-shift workers and up to five weeks recreation leave for shift workers.

Payment of the annual leave loading will be on the first occasion a staff member takes two consecutive weeks leave for recreation purposes.

Such leave may be a combination of recreation leave, public holidays, extended leave (long service leave), leave without pay and rostered days off.

## 13. Public Holidays

- (i)
  - (a) Public holidays shall be allowed to staff members on full pay. Except as otherwise provided in this subclause, where a staff member is required to and does work on any of the holidays as set out in this subclause, whether for a full shift or not, the staff member shall be paid at time and a

half extra for the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the staff member so elects, he/she may be paid at half time extra for the ordinary rostered hours and have one day added to his/her period of recreation leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where a staff member is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of a full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (b) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday as gazetted in the State of New South Wales.
  - (c) Shift workers rostered off duty on a public holiday shall:
    - (1) be paid one day's pay, 7.6 hours in the case of 38-hour week workers, in addition to the weekly rate; or, if the staff member so elects,
    - (2) have one day added to the staff member's period of recreation leave.
  - (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, staff members shall be entitled to an extra public holiday each year.

Such public holiday will occur on a date which is agreed upon between the Association and the Department and shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in paragraph (b) of subclause (i) of this clause is proclaimed and observed as a public holiday, and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays are proclaimed and observed as half public holidays.

Provided, further, that in areas where in each year only one half day, in addition to the ten named public holidays, is proclaimed and observed as a half public holiday, for the purposes of this award, the whole day will be regarded as a public holiday and no additional public holiday which would otherwise apply, as a result of this subclause, will be observed.

- (iii) Part-time staff members who are employed regularly each week shall be entitled to the provisions of subclauses (i) and (ii) of this clause for public holidays which fall on the days which they would normally be required to work. Provided that if such a staff member is required to and does work on a public holiday as defined in the said subclauses (i) and (ii), the staff member shall be paid at the rate of double time and one-half.

#### **14. Meals**

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal; provided that, where a staff member is called upon to work for any portion of the meal break, such time shall count as ordinary working time.

- (ii) A staff member required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime, and all such time shall be counted as time worked.
- (iii) A staff member recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime, and all such time shall be counted as time worked.
- (iv) The meals referred to in subclauses (ii) and (iii) of this clause shall be allowed to the staff member free of charge. Where the Department is unable to provide such meals, a meal allowance will be paid in accordance with the allowance rates given in, and varied from time to time, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (v) Where a staff member is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 6, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause, shall apply.
- (vi) Where practicable, staff members shall not be required to work more than five hours without a meal break.

### **15. Association Representative**

A staff member appointed Association representative shall, upon notification thereof in writing to the Manager, be recognised as the accredited representative of the Association and shall be allowed the necessary time during working hours to interview the employer and staff members on matters affecting staff members

### **16. Settlement of Disputes**

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A staff member is required to notify, in writing, their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two working days or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Department's Human Resources or Industrial Relations Branch for consideration.
- (vii) If the matter remains unresolved, the Department shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by their union.

- (ix) The staff member, or the Association on their behalf, or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The staff member, the Association and the Department shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

### **17. Anti-Discrimination**

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

Notes -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **18. Overtime, Penalty Rates and Part-Time Rates**

For the purpose of calculating overtime payments, penalty rates and part-time rates the hourly rate of pay shall be determined by dividing the weekly equivalent of the relevant annual salary by one thirty-eighth.

## 19. General Conditions of Employment

It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 20015) Award or any replacement awards; the NSW Government Employment Portal; *Government Sector Employment Act 2013* and its Regulation and Rules.

The salary rates in Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement award.

## 20. No Extra Claims

The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector- Salaries 2015) Award shall apply to the employees covered by this Award

## 21. Area, Incidence and Duration

This award shall apply to persons employed in the classifications contained in Part G, Monetary Rates.

This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Residential Centre Support Services Staff Award published 10 August 2012 (373 I.G. 1335) and all variations thereof.

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 17 November 2015.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

Effective from the beginning of the first pay period to commence on or after 1 July 2015.

#### SCHEDULE A - RATES OF PAY

Classification	1.7.15 Per annum \$
Transport Driver -	
Up to 2,950 kilograms	48,070
Over 2,950 kilos & up to 4,650 kilos*	48,462
Over 4,650 kilos & up to 7700 kilos*	48,874
Over 7,700 kilos & up to 10,800 kilos*	49,373
Over 10,800 kilos & up to 12,350 kilos*	49,799
Over 12,350 kilos & up to 15,500 kilos*	50,193
Over 15,500 kilos & up to 21,000 kilos*	50,685
Over 21,000 kilos & up to 22,450 kilos*	51,101
*Manufacturer's Gross Vehicle Mass	
Extra Hand	48,070
Services Support Officer -	
Grade 2	45,360
Grade 3	46,839

Apprentice Cook -	
1st six months (50%)	24,037
2nd six months (70%)	33,651
3rd six months (80%)	38,457
4th six months (85%)	40,861
5th six months (90%)	43,263
6th six months (95%)	45,667
Hunter Residences -	
Head Chef	64,904
Chef	57,460
Metro Residences -	
Head Chef	52,369
Deputy Head Chef	50,193
Chef	49,373
Other Residences -	
Head Chef	50,193
Deputy Head Chef	49,373
Chef	48,070
Gardener (Tradesperson)	53,017
Gardener (non-Tradesperson)	49,799
Technical Instructor Without Qualifications -	
1st Year	54,011
2nd Year	54,50
Thereafter	57,458
Technical Instructor With Qualifications -	
1st Year	56,051
2nd Year	56,446
Thereafter	57,458
Supervisor - Linen Distribution -	
Marsden, Grosvenor	48,418

**SCHEDULE B - SPECIAL ALLOWANCES**

- (i) Services Support Officers Grade 2 shall receive an additional duties allowance of \$15.21 per week for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers), maintenance of bowling greens and sporting ovals.
- (ii) Services Support Officers Grade 2 regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Department shall be paid an allowance at the rate of \$3.40 per week; the allowance is not automatically adjusted in the future.
- (iii) Services Support Officers Grade 2 required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation shall be paid an allowance of \$9.12 per day or part thereof.
- (iv) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance of 45c per hour. The allowance shall be payable to Services Support Officers for those periods when they relieve Extra Hands and are required to handle wet and dry garbage.
- (v) Staff members covered by this award who are required to handle linen of a nauseous nature (other than in sealed bags) shall be paid an allowance of \$4.32 per shift.

- (vi) Leading Hand Allowance - A staff member, who is placed in charge of not less than two other staff members of substantially similar classification, shall be paid in accordance with the following:

	Per Week \$
In charge of 2 to 5 other staff members	31.37
In charge of 6 to 10 other staff members	44.71
In charge of 11 to 15 other staff members	56.94
In charge of 16 to 19 other staff members	69.73

This allowance will not be payable to those staff members whose classification and salary includes supervisory responsibilities.

- (vii) A Boiler Attendant required to attend more than one high pressure boiler shall receive an allowance of \$826.06 per annum.
- (viii) Uniform Allowance - If the uniform of a staff member is not laundered at the expense of the Department an allowance of \$5.35 per week shall be paid to such staff member.

### SCHEDULE C - ALLOWANCES

Staff members shall be paid the following amounts when working in situations where the conditions encountered are not normally encountered by staff members of that classification:

- (i) Cold Places - Staff members working in places where the temperature is reduced by artificial means to below 0 degrees Celsius shall be paid 77 cents per hour extra. Where the work continues for more than two hours, staff members shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
- (ii) Confined Spaces - Staff members working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid 95 cents per hour extra.
- (iii) Dirty Work - Work which a supervisor and staff member agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate of 77 cents per hour above the rate prescribed by this award.
- (iv) Height Money - Staff members working at a height of 7.5 metres from the ground, deck, floor or water shall be paid 77 cents per hour extra and 23 cents per hour extra for every additional 3 metres. Height shall be calculated where it is necessary for the staff member to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect a staff member from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to staff members working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011*.
- (v) Hot Places - Staff members working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid 77 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius such staff members shall be paid 95 cents per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, staff members shall also be entitled to 20 minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the staff members who claim the extra rate.
- (vi)
- (a) Insulation Material - Staff members working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in

insulating work shall be paid 62 cents per hour extra, or, if the insulating material be silicate, 76 cents per hour extra, whether they are actually handling such material or not; provided that such insulation material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.

- (b) Asbestos - A staff member required to work with any materials containing asbestos or to work in close proximity to staff members using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such staff members shall be paid 77 cents per hour whilst so engaged.

(vii) Wet Places -

(a)

(1) A staff member working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid 77 cent per hour extra; provided that this extra rate shall not be payable in respect to a staff member who is provided with suitable and effective protective clothing and/or footwear. A staff member who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

(2) Where a staff member is required to work in the rain, he/she shall be paid 77 cent per hour extra for the time so worked.

- (b) A staff member called upon to work knee-deep in mud or water shall be paid at the rate of \$5.43 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to a staff member who is provided with suitable protective clothing and/or footwear.

(viii) Acid Furnaces, Stills, etc.- A staff member engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid \$3.88 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(ix) Depth Money - A staff member engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid 77 cents per hour.

(x) Swinging Scaffolds -

(a) A staff member working in a bosun's chair or on a swinging scaffold shall be paid \$5.55 for the first four hours whilst so engaged, thence \$1.11 per hour thereafter.

(b) An staff member shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require a staff member to raise or lower a bosun's chair or swinging scaffold alone.

(xi) Spray Application - A staff member engaged on all spray applications carried out in other than a properly constructed booth approved by the WorkCover Authority shall be paid 77 cents per hour extra.

(xii) Roof Work - Staff members engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid 95 cents per hour extra with a minimum payment of 95 cents.

(xiii) Explosive Powered Tools - Staff members required to use explosive powered tools shall be paid 4 cents per hour extra with a minimum payment of \$1.61 cents per day.

(xiv) Toxic and Obnoxious Substances -



- (a) A staff member engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid 87 cents per hour extra.
  - (b) In addition, staff members applying such material in buildings which are normally air-conditioned shall be paid 59 cents per hour extra for any time worked when the air-conditioning plant is not operating.
  - (c) 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 and, in addition, protective clothing shall be supplied where recommended by the Department.
  - (d) Staff members working in close proximity to staff members so engaged shall be paid 69 cents per hour extra.
  - (e) For the purpose of this clause, all materials which are toxic or 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.
- (xv) 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.
- (xvi) 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.

J. D. STANTON, Commissioner

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