



SOCIAL & COMMUNITY SERVICES EMPLOYEES (STATE) AWARD

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1. CONTENTS

SECTION	TITLE
1	Index
2	Definitions
3	Terms of Engagement
4	Full-Time Employees
5	Part-Time Employees
6	Fixed Term Employees
7	Casual Employees
8	Live-In Employees
9	Traineeship
10	Secure Employment
11	Hours of work
12	Overtime
13	Time Off in Lieu of Overtime
14	Call Back
15	Shiftwork
16	Roster of Hours
17	Excursions
18	Meal Breaks
19	Breaks between Shifts and Overtime
20	Classifications, Exemptions and Exclusions
21	Translation
22	Rates of Pay
23	Regrading and Classification Committee

SECTION	TITLE
24	Incremental Placement and Advancement
25	Higher Duties
26	Superannuation
27	Payment of Wages
28	Salary Packaging
29	Time and Pay Records
30	State Wage Case
31	Sleepover Allowance
32	First Aid Allowance
33	On-call Allowance
34	Motor Vehicle Allowance
35	Expenses
36	Amenities
37	Sick Leave
38	Annual Leave
39	Annual Leave Loading
40	Long Service Leave
41	Calculation of Continuous Service
42	Public Holidays
43	Personal Carer's Leave
44	Bereavement Leave
45	Parental Leave
46	Leave without Pay
47	Jury Service

SECTION	TITLE
48	Grievance and Disputes Settling procedure
49	Termination of Employment
50	Organisational Change and Redundancy
51	Occupational Health and Safety
52	Protective Clothing and Safety Equipment
53	Anti-Discrimination
54	Employees' Indemnity
55	Posting of Award
56	Union Notices
57	Right of Entry
58	Labour Flexibility
59	General Savings
60	Area, Incident and Duration
Appendix A	Indicative Competencies

2. DEFINITIONS

"**Union**" shall mean the Australian Services Union of New South Wales.

"**Community Development Worker**" shall mean a person employed to assess the needs of the community, stimulate community involvement in meeting those needs and implement programs and, in particular, education programs.

"**Co-ordinator**" shall mean an employee who is responsible for the overall administration and/or co-ordination of a service, agency or workplace of the employer and shall include, without limiting the generality of the foregoing, an employee who is responsible for the overall administration and/or co-ordination of:

- (i) a multi-purpose Neighbourhood Centre including one that encompasses a child care facility;
- (ii) a residential care service providing social support in a residential setting (including family group homes or institutional care for children) where such services are distinct from sessional care to pre-school children, long day care, extended hours care, twenty-four hours care, before and after school care, play groups, occasional care, vacation care and multi-purpose child care, but shall not include a person employed in a child care centre but shall exclude an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation (other than a multi-purpose neighbourhood centre) which administers a range of services/facilities and workplaces.

"**Developmental Disability**" describes a chronic disability which:

- (a) is attributable to an intellectual or physical impairment or combination of intellectual and physical impairments;
- (b) is manifested before the person attains age 18;
- (c) is likely to continue indefinitely;
- (d) results in substantial functional limitation in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self direction, capacity for independent living, economic self sufficiency; and
- (e) reflects the person's need for a combination and sequence of special interdisciplinary or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and co-ordinated.

For practical purposes, this includes persons with an intellectual handicap, severe epilepsy, cerebral palsy, brain damage acquired in childhood and those with other neurological disorders needing similar provision.

"**Information Officer**" shall mean an employee who is responsible for collection and dissemination of information and the maintenance or organisation of information systems within a service.

"Project Officer" shall mean a person employed to develop or undertake a social welfare project or series of projects, where such employee is subject to minimal direction and supervision by another employee in performance of such work and is solely responsible for the outcomes of that particular project or projects.

"Research Officer" shall mean a person employed to develop or undertake a research project or series of projects where such employee is subject to minimal direction and supervision by another employee, in the performance of such research but shall not include an "Information Officer", "Project Officer", "Research Officer" as defined, who

- (i) has post secondary qualifications requiring at least one year's full-time study in librarianship, archival management (however described, but including library technician qualifications) and is employed in work requiring the qualifications; or
- (ii) is studying for a qualification referred to in (i) above and is employed in work which requires that such study is undertaken.

"Residential Care Worker" shall mean a person employed to provide welfare and social support services in refuges or residential care establishments, as distinct from persons engaged primarily in manual work in such services.

"Social Educator" shall mean a person employed in accommodation support services and residential care facilities to provide support and training to people with a developmental disability in the acquisition of social and independent living skills.

"Supervision" shall mean for the purpose of this Award:

- (i) **"Immediate supervision"** the direct responsibility to another employee at the workplace in the performance of daily tasks;
- (ii) **"General supervision"** - supervision of a broad set of tasks based more on self appraisal than daily direction of task performance and can include professional supervision.

"Vocational Educator" shall mean a person who provides support and training to people with a developmental disability in the acquisition of skills including community access, independent living, employment and social skills.

3. TERMS OF ENGAGEMENT

3.1 The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.

3.2 Casuals shall receive such details in writing only on their initial engagement.

3.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement, or in the case of existing employees, within two months of the effective date of this Award in accordance with Clause 21 - Translation.

3.4 All employees employed pursuant to this Award other than fixed term or casual

employees shall be deemed to have ongoing employment.

4. FULL-TIME EMPLOYEES

- 4.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
- 4.2 Full-time employees shall be paid a minimum of two hours on each day they work.

5. PART-TIME EMPLOYEES

- 5.1 A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four-week period.
- 5.2 Part-time employees shall be paid a minimum of two hours on each day they work.
- 5.3 Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty eighth of the appropriate weekly rate prescribed by Clause 22 - Rates of Pay.
- 5.4 Part-time employees shall be entitled to all benefits under this Award on a pro rata basis.

6. FIXED TERM EMPLOYEES

- 6.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:
- (a) For completion of a specifically funded task(s) or project; - not subject to recurrent funding; or
 - (b) To relieve an employee who is undertaking a specifically funded task(s) or projects for a defined period; or
 - (c) to relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
 - (d) To relieve in a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or
 - (e) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
 - (f) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

Provided that the term shall not exceed 12 months in the case of (c), (e) or (f).

- 6.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 6.1 above.
- 6.3 This Award shall apply to a fixed term employee except to the extent that the Award expressly provides that it does not apply.
- 6.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 6.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 6.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 6.7 Fixed term employees shall be paid a minimum of two hours on each day they work.

7. CASUAL EMPLOYEES

- 7.1 A casual employee shall mean an employee engaged to perform work of a short-term and/or irregular nature.
- 7.2 A casual employee shall be paid an hourly rate equal to one-thirty eighth of the appropriate weekly rate prescribed by Clause 22 - Rates of Pay, plus an additional loading of fifteen (15 %) per cent.
- 7.3 Pursuant to the *Annual Holidays Act* 1944, casual employees are entitled to payment *in lieu* of annual leave at the end of each engagement in addition to entitlements under this clause, i.e. an amount: equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.
- 7.4 Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in 7.2 and 7.3.
- 7.5 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is: appropriate hourly rate + 15% = sub total (1) [+appropriate shift penalty = subtotal (2)]+ 8.33% = total.

7.6 Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in clauses 43.1 (b) and 43.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in clause 43.1 (c) (ii) who are sick and require the care and support, or who require care due to an unexpected emergency, or the birth of a child
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.7 Bereavement entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in clause 44.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 43.1(c)(ii).
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of an employer to engage or not engage a casual employee are otherwise not affected.

8. LIVE-IN EMPLOYEE

- 8.1 A live-in employee shall mean a person who lives on the employer's premises and such premises are available to be lived in for 7 days of the week.
- 8.2 An employer shall ensure a live-in employee is rostered off duty for a minimum of 8 days in any 4 week (28 day) period.
- 8.3 A live-in employee will be provided with full board and lodging by the employer, however an employer may deduct \$87.50 or 20 percent (whichever is the lesser amount) from an employee's weekly wage.
- 8.4 The provisions of this Award relating to hours, shift work, weekend penalties, sleepover allowance, rest breaks and overtime shall not apply to live-in employees.

9. TRAINEESHIPS

The parties to this Award shall observe the terms of the National Training Wage Award 2000 as amended.

10. SECURE EMPLOYMENT

(a) 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.

(b) 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 (b)(i), upon receiving notice under paragraph (b)(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 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 (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) 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 or 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.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
- (d) 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.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

11. HOURS OF WORK

- 11.1 The ordinary hours of work, except for shift workers, shall be no more than 152 hours in any four week period exclusive of meal breaks, worked between the hours of 6.00am and 8.00pm Monday to Sunday inclusive.
- 11.2 The ordinary hours of work for shift workers shall be no more than 152 hours in any four week period.
- 11.3 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employee(s).
- 11.4 Week-End Work
- (a) An employee who is not a shift worker who works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary rate of pay.
 - (b) An employee who is not a shift worker who works ordinary hours on a Sunday shall be paid a loading of 75% in addition to their ordinary rate of pay.

12. OVERTIME

- 12.1 Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Award and/or outside the span of hours specified in this Award.
- 12.2 Overtime shall be paid as follows:
- From 12. December 2001 to 11 December 2002
- Time and one quarter for the first three hours Time and one half thereafter
- From 12 December 2002
- Time and one half for the first three hours Double time thereafter
- 12.3 Shift workers shall receive overtime payments in accordance with this clause where they are required to work any additional hours beyond their rostered shifts.
- 12.4 Part-time non-shift workers must:
- (a) work the full-time equivalent hours within the span of hours identified in 11.1 Hours of Work before overtime is payable; or
 - (b) work outside the span of hours identified in Clause 11.1 - Hours of Work before overtime is payable.
- 12.5 Part-time shift workers must work the full time equivalent hours before overtime is paid, (a) work the full-time equivalent hours before overtime is paid.

- 12.6 For the purpose of calculating the payment of overtime, each day shall stand alone.
- 12.7 Subject to Clause 12.8 an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 12.8 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 12.9 For the purpose of Clause 12.8 what is reasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer's responsibilities;
 - (c) the needs of the work place or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee or his or her intention to refuse it; and
 - (e) any other relevant matter.

13. TIME OFF IN LIEU OF OVERTIME

13.1 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under sub-clause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

14. CALLBACK

- 14.1 An employee who is recalled to work after leaving the place of employment shall be paid a minimum of two hours pay at the appropriate overtime rate, as in Clause 12-Overtime for such time so recalled, provided that the employee shall not be required to work the full two hours if the work is completed in a shorter period.

15. SHIFTWORK

15.1 Definitions

- (a) **Evening Shift** means any shift which finishes after 8.00 pm and at or before 12.00 midnight Monday to Friday.
- (b) **Night Shift** means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.
- (c) **Saturday Shift** means any time worked between midnight Friday and midnight Saturday.
- (d) **Sunday Shift** means any time worked between midnight Saturday and midnight Sunday.
- (e) **A gazetted Public Holiday Shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

15.2 Engagement in Shift Work

- (a) Where an employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

15.3 Shift Loadings

- (a) An employee who works an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

15.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

16. ROSTER OF HOURS

16.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.

16.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be dealt with in accordance with Clause 12 - Overtime or Clause 15 - Shiftwork.

17. EXCURSIONS

17.1 An excursion is where an employee(s) with take a client(s) away from the usual workplace(s) for a specific activity that may extend beyond their normal working hours and/or duties.

17.2 Where an employee agrees to supervise clients during an excursion activity, the following payment shall apply to such work:

- (a) For all time worked between the hours of 8am to 6pm, Monday to Sunday inclusive, payment shall be made at the employee's ordinary rate of pay up to a maximum payment of 8 hours per day.
- (b) For all time worked between the hours of 6am to 8am and/or between the hours of 6pm to 10pm Monday to Sunday inclusive, payment shall be made at the appropriate overtime rate set out in Clause 12 - Overtime.
- (c) Where an employee is required to sleepover and be available to deal with any urgent situation should one arise, payment of a sleepover allowance in accordance with Clause 31.4 - Sleepover Allowance, shall apply.
- (d) By agreement, overtime worked in accordance with 16.2(b) may be taken accordance with Clause 13 - Time Off in Lieu of Overtime.

18. MEAL BREAKS

18.1 A meal break of not less than thirty minutes shall be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal: break, but where they do, with the authorisation of the employer, any time worked in excess of five hours shall be paid for at the overtime rates set out in Clause 12.2- Overtime until such time as the employee receives a meal break.

18.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.

18.3 Where an employee is required to have their meal on the premises, including to have a meal with clients, that time shall be paid and 18.1 does not apply.

19. BREAKS BETWEEN SHAFTS AND OVERTIME

- 19.1 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before again starting work.
- 19.2 Employees directed to resume or continue work without having received a break in accordance with 19.1 shall be paid at the overtime rates set out in Clause 12 - Overtime until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.
- 19.3 The provisions of sub-clause 19.1 and 19.2 of this clause shall not apply to a sleepover that consists of eight hours whether or not that sleepover is connected with an ordinary rostered shift.

20. CLASSIFICATIONS, EXEMPTIONS AND EXCLUSIONS

- 20.1 When classifying employees, employers may have regard to the indicative competencies for each grade contained within Appendix A to this Award.
- 20.2 **"Community Services Worker Grade 1"** shall mean a person who is employed to assist Community Services Workers Grades 2 to 6 within a defined area of social and community welfare services and is under the immediate and direct supervision of another employee in relation to all aspects of their employment. In no case shall a Community Services Worker Grade 1 be responsible for policy development, or coordination, or the direction or supervision of paid or unpaid workers. However, a Community Services Worker Grade 1 may be required to provide information for use in the co-ordination and policy development of an organisation.
- 20.3 **"Community Services Worker Grade 2"** shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a Community Services Worker, Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a Community Services Worker, Grade 2, be required to develop policy for or co-ordinate a service.
- 20.4 **"Community Services Worker Grade 3"** shall mean an employee who performs more varied, complex and responsible work than a Grade 2 as defined above, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement have an extensive -knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.

20.5 "Community Services Worker Grade 4" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following.

- (a)
 - (i) The overall administration/coordination of a service, agency or workplace of the employer including the supervision of one or more Grade 3 employees;
 - (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
 - (iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment based schemes cater for more than 30 disabled persons and independent living training where such community and hostel based residences cater for more than 20 disabled persons;
- (b) Where the prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:
 - (i) Co-ordinate projects;
 - (ii) Co-ordinate/manage the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;
 - (iii) Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (iv) Exercise specialised judgement within prescribed areas.

20.6 "Community Services Worker Grade 5" shall mean-an employee who undertakes the functions of a Grade 4 employee but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:

- (a)
 - (i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 employee;
 - (ii) Influencing the operational activities of the organisation;
 - (iii) Adopting a broader strategic perspective towards their work than employees at lower grades;
 - (iv) Developing and implementing: the long term goals of the organisation;
 - (v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them;
 - (vi) May supervise employees or teams of employees classified at a lower grade; and
 - (vii) May be involved in client centered activities which form a component of direct support coverage.
- (b) Where the prime responsibility lies in a specialised field, employees at this grade will undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following.:
 - (i) Working under limited direction from senior management or the employer and having-significant delegated authority;

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- (ii) May supervise employees classified at a lower grade.

20.7 "Community Services Worker Grade 6" shall mean an employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:

- (a)
 - (i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;
 - (ii) Undertaking the control and co-ordination of key aspects of the work of the organisation;
 - (iii) Developing and implementing the long-term goals of the organisation;
 - (iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;
 - (v) Developing and administering complex policy, organisational and program matters;
 - (vi) May supervise employees or teams of employees across a variety of programs classified at a lower grade;
 - (vii) May be involved in client centered activities which form a component of direct support coverage.

- (b) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:
 - (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
 - (ii) Undertaking duties of a professional nature at a senior level;
 - (iii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
 - (iv) Manage extensive work programs or projects in accordance with the goals of the organisation;
 - (v) Apply high level analytical skills in the attainment of the objectives of the organisation;
 - (vi) May supervise employees classified at a lower grade.

EXEMPTIONS

An employee who is in receipt of at least 5% in excess of the rates of pay set out for a Grade 6, Year 2 employee in Tables 1 to 4 - Rates of Pay' of this Award, as payable at that time, shall be exempt from the provisions of Part III, Hours of Work of this Award and from the provisions of Clause 32 - On-Call Allowance of Part V, Allowances, Expenses and Amenities of this Award.

EXCLUSIONS

The following employees shall be excluded from this Award:

- (i) an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation (other than a multi purpose Neighbourhood Centre) which administers a range of services/facilities and workplaces;
- (ii) the principal officer of an organisation where that principal officer has the legal and/or managerial responsibility of that organisation.

21 TRANSLATION

See Table 6 - Translation.

22. RATES OF PAY

22.1 Employees shall be paid in accordance with Table 1 – Rates of Pay

23. REGRADING AND CLASSIFICATION COMMITTEE

23.1 Where an employee and their employer are unable to resolve a dispute relevant to the appropriate grading of the employee the dispute is to be referred to the Regrading and Classification Committee.

23.2 Function of Committee

The function of the Regrading and Classification Committee is to deal with disputes arising out of the translation of individual employees from the classification structure under the Social and Community Service (State) (Interim) Award 1991 to this Award, as well as to resolve disputes over classifications and grading that arise under this Award.

- (a) The translation for Grades 1 - 4 is operative from 28 November 2001.
- (b) The translation for Grades 5 - 6 is operative from 28 May 2002.

23.3 Process for Regrading and Classification Exercise

- (a) Where the employee(s) disputes the grading, in the first instance the employee(s) shall seek a review by using Clause 48 - Grievance and Dispute Settling Procedure (a) (b) (c) (d).
- (b) In the event of failure to resolve the grading dispute in this manner, the employee(s) can lodge an appeal with the Regrading and Classification Committee.

- (c) The employee(s) must lodge an appeal in writing within one month (28 days) of the employee(s) being graded. The appeal must set out grounds in support of a regrading.
- (d) The appeal in (c) shall then be considered within 2 weeks (14 days) and the evaluation of that job reassessed.
- (e) The Committee shall consist of One union or employee representative, and two employer representatives, (see 23.4)
- (f) The Committee shall interview the applicant(s) and the employer as part of the process.
- (g) Final decision on the appeal should be reached by consensus if possible.
- (h) In the absence of consensus, the Committee shall determine the matter.
- (i) If either party is not satisfied with the determination of the Committee, either party may refer the matter to the NSW Industrial Relations Commission for resolution. Such application shall be made within (three weeks) 21 days from the date that the Committee determined the matter.

23.4 Composition of Committee

- (a) 1 union representative nominated by the Union, or other representative nominated by the employee.
- (b) 1 employer representative from an industry wide panel established by employers. This person would not be nominated or employed by the employer involved in the appeal before the Committee.
- (c) 1 employer representative of the applicant(s) employer but not a person previously directly involved in the appeal. This person may be any nominee of the relevant employer internal or external.

23.5 All classification issues other than those referred to in 23.2 shall be dealt with in accordance with Clause 48 - Grievance and Dispute Settling Procedure.

24. INCREMENTAL PLACEMENT AND ADVANCEMENT

Incremental Placement

24.1 Each employer shall classify each of their employees in accordance with Clause 20 -Classifications, Exemptions and Exclusions, of this Award.

24.2 An employee shall be appointed to the first year of the appropriate Grade, with the following exceptions:

- (a) Community Services Worker Grade 1 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;:
- (b) A Community Services Worker Grade 2 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
- (c) A Community Services Worker Grade 3 with a relevant degree or diploma of two or more years full-time equivalent shall be appointed at least year 2 of the Grade;
- (d) A Coordinator or person required to supervise 10 or more employees other than Community Services Worker Grade 3 shall be appointed at least at Year 3 of Grade 3.

Incremental Advancement

24.3 Full-time, Part-time, and Fixed Term employees shall move from level to level within a grade after each 12 months' continuous service.

25. HIGHER DUTIES

25.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for at least 38 consecutive rostered hours shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.

25.2 Where a public holiday falls within a period referred to in 25.1, the public holiday shall be considered as time worked in the higher classification.

25.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.

25.4 The payment paid in 25.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

26. SUPERANNUATION

26.1 An employer shall contribute to a superannuation fund as specified in 26.4 on behalf of each eligible employee, such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time.

26.2 Employers to Participate in Fund

- (a) An employer shall make application to the Fund as specified in 26.4 to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
- (b) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
- (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.

26.3 Additional Employee Superannuation Contributions

- (a) An employee may make contributions to the Fund as specified in 26.4 in addition to those made by the employer.
- (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- (c) An employer who receives written authorisation, from the employee, must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

26.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia or the Australian Superannuation Savings Employment Trust or any complying Fund.

27. PAYMENT OF WAGES

27.1 The weekly rate of pay shall be the annual rate of pay divided by 52.14.

27.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer. Provided that where an employer and employee agree, wages may be paid monthly.

27.3 Wages shall be paid during working hours on a weekday which is not more than five (5) days following the end of a pay period. The payday once selected shall not be changed without the agreement of a majority of the employees.

27.4 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.

27.5 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.

27.6 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

28. SALARY PACKAGING

28.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

28.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

28.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
- (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
- (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1, Rates of Pay of this Award;
- (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 38.2 - Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;
- (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

29. TIME AND PAY RECORDS

- 29.1 In accordance with the provisions of the *Industrial Relations Act 1996 (NSW)* every employer in the industry shall keep time and pay records relating to employees. Such time and pay records will usually be kept at the place where business is carried out.
- 29.2 Such records shall be kept for a period of at least 6 years.
- 29.3 On pay days the employer shall provide each employee with a written statement showing the gross salary including overtime and allowances paid, the amount deducted for taxation purposes and particulars of other deductions made that have been part of the calculated net amount paid.

30. STATE WAGE CASE

- 30.1 The rates of pay in this Award include the adjustments payable under the State Wage Case 2005. The adjustments may be offset against:
- (a) Any equivalent over-Award payments, and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

31. SLEEPOVER ALLOWANCE

- 31.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 31.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 31.3 An employee shall only sleep over under the following conditions:
- (a) There is an agreement between the employee and the employer with at least one week's notice in advance, except in the case of an emergency; and
 - (b) a sleepover shall always consist of eight continuous hours.
- 31.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during, the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.

When calculating the appropriate shift penalty, pursuant to Clause 15 - Shift Work, the hours worked prior to the sleepover shall be treated separately to the hours

worked after the sleepover.

- 31.5 An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 31.6 Where such an arrangement as outlined in sub-clause 31.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

32. FIRST-AID ALLOWANCE

- 32.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance as set out in Item 1 of Table 5 of Part IX of this Award with a minimum payment of one day.

NOTE: It is not the intention of this clause to require an employer to pay the First Aid Allowance to an employee more than once per shift. To avoid doubt, where an employee performs work on a shift which extends from one day to the next, the employer shall only be required to pay one First aid allowance to the employee.

33. ON CALL ALLOWANCE

- 33.1 Employees may be required from time to time to be on call in order to maintain out of hours services.
- 33.2 Employees required to be on call shall be paid an allowance as set out in Item 2 of Table 5 of Part IX of this Award per 24 hour period or for any part of that 24 hour period.
- 33.3 Where employees are required to attend the workplace when on call the provisions of Clause 14 - Call Back, apply.

34. MOTOR VEHICLE ALLOWANCE

Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount set out in Item 3 of Table 5 of Part IX of this Award per kilometre travelled during such use.

35. EXPENSES

- 35.1 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- 35.2 An employer shall reimburse all reasonable expenses , including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 35.3 This clause does not apply to employees who are engaged on sleepover at the employers premises.

36. AMENITIES

- 36.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.
- 36.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 36.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.
- 36.4 The employer shall provide for employees a rest area well furnished.
- 36.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

37. SICK LEAVE

- 37.1 (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 76 hours leave on-full pay for each year of service.
- (b) Such leave shall be available from the beginning of each year of service.
- (c) For the purpose of this clause, illness shall include stress and mental ill health.
- 37.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.
- 37.3 Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

37.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of sick leave not taken on retirement or termination.

37.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

38. ANNUAL LEAVE

38.1 Full-time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.

38.2 Such annual leave shall be:

- (a) if the employee is regularly rostered for duty over seven days of the week, five weeks with pay after each twelve months of continuous service;
- (b) for all other full-time and part-time employees, four weeks with pay after each twelve months of continuous service.

38.3 Fixed term employees engaged for more than 12 months are entitled to annual leave in accordance with sub-clause 38.2 of this clause. Fixed term employees engaged for less than 12 months are entitled to be paid annual leave on a pro rata basis at the end of their term of employment.

38.4 By mutual agreement between, the employer and employee annual leave entitlements may be paid prior to taking such leave or in regular instalments on normal paydays during the period of such leave.

38.5 All other provisions of the *Annual Holidays Act 1944* shall apply.

39. ANNUAL LEAVE LOADING

39.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".

39.2 Before an employee takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:

Either:

- (a) a loading of 17.5% of their normal weekly pay (exclusive of shift penalties) or
- (b) the shift penalties pursuant to Clause 15 - Shift Work that the employee would have received for the period of leave taken had the employee not been on leave,

whichever is the greater amount.

- 39.3 The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this Award.
- 39.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have been entitled under the Act to annual leave then the loading calculated in accordance with 39.2 becomes payable for such leave taken wholly or partly in advance.
- 39.5 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees a loading as calculated in 39.2 will be paid to employees entitled to leave under the Act, Employees not entitled to leave under the Act shall be paid a proportion of the loading based on the period of completed weeks service prior to the close down divided by 52.
- 39.6 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with 39.2 for such leave.
- 39.7 No loading is payable on the termination of an employee's employment except as provided for in 39.6.

40. LONG SERVICE LEAVE

See *Long Service Leave Act 1955*.

41. CALCULATION OF CONTINUOUS SERVICE

See *Long Service Leave Act 1955*.

42. PUBLIC HOLIDAYS

- 42.1 For the purposes of this clause, the following shall be taken as public holidays on the days so gazetted: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.
- 42.2 Gazetted public holidays shall be allowed to full-time, part-time and fixed term employees on full pay on those days on which they are normally required to work.
- 42.3 Where an employee who is not a shift worker is required to and does work on a public holiday, the employee shall;
- (a) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time ;

or

- (b) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked; or
- (c) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.

42.4 Where an employee, who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half for such shift.

42.5 Where an employee, who is a shift worker whose shift includes a gazetted public holiday and is then not required by the employer to work that gazetted public holiday, shall have a day added to their annual holidays, or be paid a days pay additional to their weekly wage.

43. PERSONAL/CARER'S LEAVE

43.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in (c) (ii) who needs their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
 - (i) establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (i) the employee being responsible for the care or support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or

- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee, as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- Note: in the unlikely event that more than 10 days, sick leave in any year is to be used for caring purposes the employer and the employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.
- (e) Where the parties are unable to reach agreement the disputes procedure at clause 48 should be followed.

43.2 Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 43.1 (c) (ii) above who is ill or who requires care due to an unexpected emergency.

43.3 Annual Leave

- (a) To give effect to this clause, an employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in single day periods in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in 43.3 (a) above, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

43.4 Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment- of overtime in the Award, for any overtime worked . under sub-clause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from: the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

43.5 Make-Up Time

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

43.6 Catholic Employers Personal Carer's Leave

Clause 43 - Personal/Carer's Leave of this Award shall not apply to employees of a body which has been established by the Catholic Church to propagate religion, who are covered by the *Social and Community Services Catholic Personal Carer's Leave (State) Award* published 7 May 1999 (309 IG 204) as varied.

43.7 Personal Carer's Entitlement for Casual Employees

- a) Subject to the evidentiary and notice requirements in Clauses 43.1(b) and 43.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 43.1 (c)(ii) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child

- b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

44. BEREAVEMENT LEAVE

- 44.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a person prescribed in 44.3 below.
- 44.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 44.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Clause 43.1 - Personal/Carer's Leave, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- 44.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- 44.5 Bereavement Leave may be taken in conjunction with other leave available under Clauses 43.2, 43.3, 43.4 and 43.5 - Personal/Carer's Leave. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 44.6 Bereavement Entitlement for Casual Employees
 - (i) Subject to the evidentiary and notice requirements in Clause 43.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 43.1(c) (ii).
 - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for this clause. The right of an employer to engage or not engage a casual employee are otherwise not affected.

45. PARENTAL LEAVE

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

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

- a) the employee or employee's spouse is pregnant; or
- b) the employee is or has been immediately absent on parental leave.

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

45.3 Right to request

45.3.1 An employee entitled to parental leave may request the employer to allow the employee:

- a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

45.3.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

45.3.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a) (iii) must be recorded in writing.

45.3.4 Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

45.4 Communication during parental leave

45.4.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing, parental leave; and
- (b) provide an opportunity for the employee to-, discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

45.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

45.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a)

46. LEAVE WITHOUT PAY

46.1 On application by an employee, an employer may grant the employee leave without pay for any purpose.

47. JURY SERVICE

47.1 A full-time, part-time or fixed term employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

47.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

48. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner:

- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
- (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
- (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
- (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
- (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

49. TERMINATION OF EMPLOYMENT

49.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

49.2 (a) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the employee has had two years service.
- (c) Nothing in this clause shall prevent the employer from giving payment in lieu of and equal in value to, the period of notice in 49.2(a).

49.3 An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

50. ORGANISATIONAL CHANGE AND REDUNDANCY

50.1 Application

- (a) This clause shall apply in respect of full-time and part-time persons employed under this Award.
- (b) In respect of employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of sub-clause 50.4 of this clause.
- (c) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with, less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply where employment is terminated as a: consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labour.

50.2 Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (b) **"Significant effects"** include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

50.3 Employer's Duty to Discuss Change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 50.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 50.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

50.4 Discussions Before Termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 50.2(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 50.4(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

50.5 Notice for Changes in Production, Program, Organisation or Structure

This sub-clause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 50.2(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to- the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

50.6 Notice for Technological Change

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with paragraph (a) of subclause 50.2 of this clause.

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

50.7 Time Off During the Notice Period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

50.8 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

50.9 Statement of Employment

The employer shall upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement

specifying, the period of the employee's employment and the classification of or the type of work performed by the employee.

50.10 Notice to Centrelink

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

50.11 Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

50.12 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in 50.2(a), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

50.13 Severance Pay

Where an employee is to be terminated pursuant to sub-clause 50.5 of this clause, subject to further order of the Industrial Relations Commission of New South Wales the employer shall pay the employee the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks Pay" means the all-purpose rate of pay for the employee concerned, at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances, paid in accordance with the award.

50.14 incapacity to Pay

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 50.13.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 50.13 will have on the employer.

50.15 Alternative Employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 50.13 if the employer obtains acceptable alternative employment for an employee.

51. OCCUPATIONAL HEALTH AND SAFETY

See Occupational Health and Safety Act 2000 (NSW)

52. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

- 52.1. Where an employer requires an employee to wear protective clothing or a uniform such protective clothing or uniform as is reasonably required shall be provided and, as necessary, repaired and replaced by the employer. Any issue of protective clothing or uniforms shall remain the property of the employer.

52.2 Where an employer provides safety equipment it shall be used by the employees.

52.3 Where an employer provides safety equipment the employer shall maintain such equipment to the required standard and where necessary replace such equipment.

53. ANTI-DISCRIMINATION

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

53.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

53.3 Under the *Anti-Discrimination Act, 1997 (NSW)*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation,
- (b) offering or providing junior rates of pay to persons under 21 years of age,
- (c) any act or practice of a body established to propagate religion which is exempted under 56(d) of the *Anti-Discrimination Act 1977 (NSW)*,
- (d) a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

NOTE:

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

"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."

- (c) This clause is not intended to create legal rights.

54. EMPLOYEE'S INDEMNITY

Employers shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

55. POSTING OF AWARD

A copy of this Award shall be kept at each workplace, where it is available to employees.

56. UNION NOTICES

An accessible space for Union notices shall be provided by the employer.

57. RIGHT OF ENTRY BY UNION

See the *Industrial Relations Act 1996* (NSW).

58. LABOUR FLEXIBILITY

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

59. GENERAL SAVINGS

Nothing in this Award shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this Award.

60. AREA, INCIDENCE AND DURATION

60.1 Except as provided for in sub-clauses 60.2 to 60.7 of this clause, this Award shall be binding on the industry of persons employed in or in connection with the industry of social and/or welfare work in the State of New South Wales, whether as employers or as employees and whether members of a registered association or not.'

60.2 This Award shall not be binding on persons eligible to be members of The Federated Miscellaneous Worker's Union of Australia, New South Wales Branch, as at 20th September 1986 provided that this exclusion will not apply, to the extent it might otherwise, to persons employed: as coordinators in a multi-purpose neighbourhood centre that encompasses a child care facility; in residential child care services providing welfare and social support in a residential setting (including family group homes or institutional care for children) where such services are distinct from :

- (a) sessional care to pre-school children, long day care, extended hours care or 24-hour care;
- (b) before and after school care;
- (c) playgroups;
- (d) occasional care;
- (e) vacation care;
- (f) multi-purpose child care;

as community development workers; in family counselling and support services; in women's and youth refuges; as Family Day Care Coordinators and as Family Day Care Child Development Officers.

60.3 This Award shall not apply to persons eligible for membership of the Public Service Association of New South Wales and who are employed:

- (a) pursuant to the provisions of:
 - (i) the *Public Sector Management Act* 2002; or
 - (ii) the *Health Administration Act* 1982; or
 - (iii) the *Health Services Act* 1997; or
 - (iv) any Act replacing the said Acts; or
- (b)
 - (i) in or by any Department, body, organisation or group within the terms of the *Public Sector Management Act* 1988 or any Act replacing that Act, irrespective of whether it remains or continues to be a Department, body, organisation or group in terms of the said Act; or
 - (ii) in or by any Declared Authority within Schedule 3 of the *Public Sector Management Act* 1988 irrespective of whether it remains or continues to be a Declared Authority in terms of the said Act; or
 - (iii) as a ministerial employee; or
 - (iv) by Ministers of the Crown in the right of the State of New South Wales or in the offices of such Ministers; or
 - (v) by the Electricity Commission of N.S.W.; or
 - (vi) by the Roads and Traffic Authority; or
 - (vii) by the Homebush Abattoir Corporation; or
 - (viii) by hospitals included in the 2nd, 3rd or 5th schedule of the *Public Hospitals Act* 1929 or any Act replacing it, by public hospitals or by

public dental clinics; or

- (ix) by colleges of advanced education; or
- (x) by any university; or
- (xi) in or by the Legislative Assembly and/or Legislative Council of the State of New South Wales; or
- (xii) by the New South Wales Egg Corporation; or
- (xiii) by the New South Wales Education Commission or its agents; or
- (xiv) by any person employed as an Associate to a Justice; or
- (xv) at the Sexually Transmitted Diseases Clinic and the Medical Examination and Immunisation Centre; or
- (xvi) in or by :

The Drug and Alcohol Authority;

New South Wales State Cancer Council;

The United Hospitals Auxiliary;

The Institute of Psychiatry; or

- (xvii) in or in connection with the administration of any body (whether incorporated or unincorporated) established for the purpose of registering persons for the practice of any profession, calling or vocation in the State of New South Wales; or
 - (xviii) in or in connection with the provision of medical services in penal or like establishments deemed or proclaimed to be a prison under the *Prisons Act 1952*, or any Act replacing the said Act; or
 - (xix) by an employer or at any place of employment replacing any of the foregoing employers or places of employment, as the case may be; or
- (c) by any organisations registered or exempt from registration under the *Charitable Fundraising Act 1991*, who are graduates or graduands of a recognised university or who hold a diploma of a recognised body and are engaged in any of the following- callings or vocations whether as principal or assistant employees or employees in training:

Bacteriologist, Pathologist, Medical Scientist, Scientific Officer, Bio-Medical Engineer, Physician Surgeon, Dental Scientist, Dentist, Optometrist, Oculist, Audiologist, Speech Therapist, Occupational Therapist, Music Therapist, Dietitian, Physiotherapist, Chiropodist (or Podiatrist), or Remedial Gymnast, together with such other employees who are engaged or usually engaged in the callings or vocations of Chiropodist (or Podiatrist) or Remedial Gymnast,

whether as principal or assistant employees or as employees in training who hold a certificate of a technical college or of any institution deemed by the employer to be of a similar standing; or

- (d) in regional offices of any Department of State or corporation or body established by statute administering or providing health services in the State of New South Wales including such persons whose employment fulfills a function of a regional nature but who, due to the nature of their duties, are not employed within the precincts of that office, and in or by area or community health services (howsoever called) where these area or community health services have replaced services carried on or provided by a person or body referred to in paragraph (B) of this subclause; or
- (e) by the Home Care Service of New South Wales; or
- (f) persons employed in classifications within the jurisdiction of the Private Hospital (Professional Employees) (State) Conciliation Committee; persons in classifications defined by the Private Hospital and Nursing Home (Professional Employees) (State) Award; persons in classifications defined by the Charitable Institutions (Professional - Paramedical Staff) (State) Award; persons in classifications defined by the Charitable Institutions (Medical Officers) (State) Award and persons in classifications defined by the Charitable Institutions (Professional Staff Social Workers) Award or any awards replacing these awards.

60.4 This Award shall not be binding on persons eligible for membership of The Health and Research Employees' Association of New South Wales who are employed by the employing authority for each of the following: hospitals, mental hospitals, hospital dispensaries, medical schools, laboratories, colleges, industrial and other similar homes, ambulance work (including first-aid work), general nursing, reception homes, sanatoria, rest homes which are wholly or partly controlled by the Board of Health, non-residential special schools and the universities; or persons eligible for membership of The Health and Research Employees' Association of New South Wales who are employed by a public charitable institution that owns, manages and/or conducts homes, institutions,, hostels, nursing homes, hospitals, rehabilitation facilities, community day-care centres and/or provides domiciliary services for care of the aged or for the care of the physically or mentally or developmentally disabled. Provided that this exclusion will not apply to persons substantially engaged in counselling, social welfare advice and referral, assessment of disability, design of disability services programs, or community development work in connection with services for the disabled or social workers or social educators properly so called; provided this exclusion applies to residential care workers and persons primarily engaged in supervising the work performed by disabled persons or in domestic duties in Sheltered Workshops for the disabled.

60.5 This Award shall not apply to persons employed by:-

Ashton House, Maroubra Junction-
Ferguson Lodge, Lidcombe;
Foundation for Disabled, Llandilo;

Greystanes Children Home, Leura;

Handicapped Children's Centre, Kirrawee;

Illawarra Society for Cripple Children;
Inala, Pennant Hills;
Kurinda Residential Services, Seven Hills;
Lonsdale House Hostel;
Lorna Hodgkinson Sunshine Home, Gore Hill;
Mannix Children's Centre, Liverpool;
Multiple Sclerosis Society of NSW, Lidcombe;
Newcastle & District Association for Crippled Children;
NSW Society for Young Adults and Children with Physical Disabilities, Beverley Park,
Tamworth and Wagga;
Richmond Fellowship of NSW at Glebe;
Royal Far West Children's Health Service & Services for the Aged;
Stewart House, Curl Curl;
Sunnyfield Association, Allambie Heights;
Whitehall Children's Home, Revesby;
Spastic Centre of New South Wales;
Royal New South Wales Institute for Deaf and Blind Children.

- 60.6 This Award shall not apply to persons engaged in any clerical capacity, including those engaged in the occupation of shorthand writers and typists and/or in calculating, billing and/or other machines designed to perform or assist in performing any clerical work whatsoever, and/or including telephonists and persons employed as canvassers (other than canvassers for the sale of goods) and/or collectors and clear-out men.
- 60.7 This Award shall not be binding on persons employed in the provision of Family Day Care services funded pursuant to the Australian Government's Children's Services Program.
- 60.8 (a) This Award rescinds and replaces the Social and Community Services Employees (State) Award 2001 published 10 May 2002 (333 IG 334), and all variations thereto, and shall commence from the beginning of the first pay period to commence on or after 3 March 2006 and shall remain in force for a period of three (3) years.
- (b) In making this Award, the parties have had regard to the requirements of s19 of the *Industrial Relations Act 1996*.